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

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

Agenda

December 5, 2023

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of November 7, 2023 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 23.

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

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

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

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

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

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

7. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT
Adopt a Resolution authorizing recordation of Parcel Map #23-6 and authorize the County Surveyor to record same.

8. HEALTH AND HUMAN SERVICES
Approve Subcontract (Agreement No. AP 2324-03 S008) with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2023, and authorize County Administrative Officer to sign.

9. HEALTH AND HUMAN SERVICES
Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 5 and Housing Navigation and Maintenance Program (HNMP), Round 2

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

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Ratify contract with **Arrive Alive California Inc.,** to provide educational presentations at each of the school districts.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve contract number C23-146 3rd Modification with **St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo** correcting Attachment B-Rates.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification with the **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe),** for prevention and early intervention services, effective July 1, 2023.

14. PURCHASING AND PROCUREMENT/HEALTH AND HUMAN SERVICES
Approve purchase of 13 budgeted Dell Latitude 5540 laptops for the Department of Health and Human Services (DHHS) utilizing CMAS contract #1-22-70-31C through Technology Integration Group (TIG) in the amount of $20,673.23 and authorize the Purchasing Agent to sign the purchase order.

15. PURCHASING AND PROCUREMENT/PROBATION
Approve 1st Modification to MOU between the Colusa County Probation Department and the **Superior Court of California, County of Colusa** relating to Pretrial Services Program under SB 129.

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

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Amendment to the participation agreement with **California Mental Health Service Authority (CalMHSA)** for the Workforce Education and Training (WET) program.

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

19. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Life Generations Healthcare** for long-term skilled nursing services, effective November 1, 2023.

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

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

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

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

END OF CONSENT AGENDA

III. HUMAN RESOURCES
1. Adopt amended Policy No. 308.1 Mandatory Paid Sick Hours Policy, effective January 1, 2024.

IV. AUDITOR
1. Presentation and discussion of report on Development Impact Fees collected and expended for Fiscal Year 2022-23.

V. BEHAVIORAL HEALTH
1. Adopt Resolution Deferring Implementation of provisions of SB43 (Lanterman-Petris-Short Act--Welfare and Institutions Code section 5100, et seq.) until January 1, 2026.

VI. HEALTH AND HUMAN SERVICES
1. Second reading by title only and adoption of a proposed Ordinance of the County of Colusa Board of Supervisors authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

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

VIII. PURCHASING AND PROCUREMENT/AG COMMISSIONER/MIGRANT HOUSING
1. Find that the formal bidding process is not in the best interest of the County and approve a contract with **ABS Builders, Inc.** for the purchase and installation of one light pole and light located at the Migrant Center laundry facility parking lot.

IX. COUNTY ADMINISTRATIVE OFFICE
1. Approve Special Claims.

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

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

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION/COUNTY COUNSEL

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

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

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

1:30 p.m. **PUBLIC HEARING**

COMMUNITY DEVELOPMENT DEPARTMENT

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

ADJOURN

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

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate

in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the November 7, 2023 Board of Supervisors Regular Meeting Minutes

Approve the November 7, 2023 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on November 7, 2023 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 11-07-23 Minutes (PDF)

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



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Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

November 7, 2023

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 7th day of November 2023 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K . Smith, Gary J. Evans and Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Smith announces the Farm Bureau's annual meeting. **(distributed flyer for same)**

Mr. Dawley expresses concerns regarding the road conditions in Arbuckle.

Mr. Chue expresses concerns regarding the road conditions.

REPORT OUT OF OCTOBER 24, 2023 CLOSED SESSION

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. California Government Code section 54956.8. Property: 1500 E Street, Williams, CA (APN 05-201-032). Property owner: Williams School District. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

3. EXISTING LITIGATION - Conference with legal counsel pursuant to. Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

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

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

I. STAFF REPORTS

Ms. Kelly updates the Board on the drive thru flu clinic held on October 25, 2023.

Ms. Allen states that harvest is wrapping up and she states she will be a speaker at the Annual Farm Bureau meeting. She further states she is running ads in the newspaper to promote the Wood Stove Project and the Sacramento Basin Control Council created a working group for biomass projects of which she will be a participant. She states the Migrant Center officially closed on October 31, 2023 and there will be a pre-registration setup for next year. She further states the Migrant Center Housing will reopen May 13, 2024.

Asst. Sheriff Bradwell states the jail project passed developmental design and will be breaking ground in late March or early April of 2024.

Mr. Azevedo updates the Board on the emergency road project on County Line Road and states the vendor has not entered into a contract as of yet due to continued geotech work, but he will know today or late tomorrow.

Ms. Tyler announces that the appellant for the 1:30 p.m. Public Hearing has requested to continue the Public Hearing to December 5, 2023.

CONSENT AGENDA

Chair Boes makes time for approval of the Consent Items No's 1 through 9.

Ms. Tyler request Item No. 5 be pulled and considered at a later date.

Supervisor Corona and Chair Boes request Item No. 9 be pulled and considered separately.

Chair Boes so directs.

Approve Consent Item No's 1 through 4 and 6 through 8.

1. BOARD OF SUPERVISORS

Approve the October 30, 2023 Special Meeting Minutes.

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

2. SHERIFF

Adopt **Resolution No. 23-055** authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the **California Department of Parks and Recreation,** effective July 1, 2024, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

3. HEALTH AND HUMAN SERVICES

Approve Contract No. **C23-240** with **Advocates for Human Potential, Inc. (AHP)** for Behavioral Health Bridge Housing Program (BHBH).

4. HEALTH AND HUMAN SERVICES

Approve Contract No. **C23-241** with **Chico State Enterprises**, for the County to provide nutritional education and obesity prevention services paid by Foundation grant funds, effective October 1, 2023, and authorize Elizabeth Kelly to sign.

6. PROBATION

Re-approve C23-213 with Caltrans (#03A3638) correcting Attachment III, Rate Proposal.

7. CLERK RECORDER/ELECTIONS

Appoint Roger Cornwell, Sean Doherty and Frederick "Fritz" Durst as trustees to Reclamation District 108 in Lieu of the August 29,2023 Election as requested by the District.

8. CLERK RECORDER/ELECTIONS

Rescind October 10, 2023 appointment of Matt LaGrande, and Appoint Brett LaGrande to the LaGrande Water District in lieu of the August 29,2023 Election on request of the District.

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

Chair Boes considers Item No. 9.

BOARD OF SUPERVISORS

9. Adopt a proclamation recognizing November 27th through December 1, 2023 as California Clerk of the Board of Supervisors week.

Comments received by Chair Boes and Supervisor Corona.

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

III. COLUSA COUNTY OFFICE OF EDUCATION

1. Receive update from the County Superintendent of Schools.

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

Comments received by Mr. West and Mr. King.

9:33 a.m. (9:30 a.m. item on the Agenda)

PUBLIC HEARING

Chair Boes makes time for a Public Hearing and adoption of a Resolution approving a CEQA statutory exemption and General Plan Amendment (PD-23-24) changing the land use designation of approximately 20± acres of land from Agriculture General (AG) to Industrial (I). Further, introduce by title only and passage of a corresponding Ordinance adopting a CEQA statutory exemption and amending the zoning classification of said land from Exclusive Agriculture (E-A) to Light Industrial (M-1).

Comments received by Mr. Geiger.

9:39 a.m. Chair Boes opens the Public Hearing and calls for public comment.

Comments receive by Mr. Talbot.

9:40 a.m. Chair Boes calls for additional public comment. Hearing none, Chair Boes closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Adopt **Resolution No. 23-056** approving a CEQA statutory exemption and General Plan Amendment (PD-23-24) changing the land use designation of approximately 20± acres of land from Agriculture General (AG) to Industrial (I). Further, introduce by title only and passage of a corresponding Ordinance adopting a CEQA statutory exemption and amending the zoning classification of said land from Exclusive Agriculture (E-A) to Light Industrial (M-1).

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

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve amended Contract No. **C23-242** with the **Colusa County Resource Conservation District** to provide consultant support services for the Fire Safe Council's County Coordinator project.

Comments received by Mr. Geiger, Mr. King, Ms. Tyler and Mr. Stout.

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

V. HUMAN RESOURCES

1. Approve Contract No. **C23-243** Memorandum of Understanding (MOU) with the **Colusa County Deputy Sheriff's Association (CCDSA) Unit**, effective October 1, 2023 as corrected.

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

Comments received by Ms. Rhodes.

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

VI. HEALTH AND HUMAN SERVICES

1. Introduction and First reading by title only of a proposed Ordinance regarding the Partnership HealthPlan of California Commission. Further authorize County Counsel to prepare a summary of the Ordinance for publication.

Comments received by Ms. Kelly.

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

2. Authorize a Pilot Incentive Program for hard to recruit and retain Eligibility Specialist classification in the Department of Health and Human Services.

Comments received by Ms. Kelly, Ms. Rhodes and Ms. Tyler.

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

3. Authorize a temporary recruitment incentive program for hard to recruit Nursing Supervisor classification in the Department of Health and Human Services

Comments received by Ms. Kelly and Ms. Rhodes.

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

Chair Boes declares a recess at 10:23 a.m. and states they are now sitting as the In-Home Support Services Public Authority Board with all Directors present.

HEALTH AND HUMAN SERVICES

4. **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, 2024 as follows: $16.00 per hour minimum wage, $0.50 per hour wage supplement, $0.87 per hour for payroll taxes, and $0.58 for the Administrative portion of the rate for a total Public Authority rate of $17.95 per hour.

Comments received by Ms. Kelly and Ms. Tyler.

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

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

Chair Boes adjourns the In-Home Supportive Services Public Authority Board at 10:25 a.m. and states they are now sitting as the Air Pollution Control District with all Directors present.

VII. AG COMMISSIONER/AIR POLLUTION CONTROL

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

Adopt **Resolution No. 23-057** authorizing the District to accept grant funds awarded under the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement. **Further**, approve Grant Contract No. **C23-244** with the **California Agency Air Resources Board,** effective January 1, 2024 and authorize the Air Pollution Control Officer to sign.

Comments received by Ms. Allen and Ms. Smith.

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

Chair Boes adjourns the Air Pollution Control District at 10:29 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VIII. PURCHASING AND PROCUREMENT/SHERIFF-JAIL

1. Waive competitive bidding process for seven Motorola APX6000 portable radios with accessories for Colusa County Sheriff's Office and authorize procurement utilizing Motorola contract # 17724 - HGAC (TX) RA05-21 through Sutter Buttes Communications (SBC) including the programming of the same; furthermore, authorize the Purchasing Agent to sign the purchase orders.

Comments received by Ms. Tyler and Lt. Cooper.

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

2. Waive competitive bidding process for 15 Axon body worn camera bundles, multi bay dock bundles, evidence storage and licenses for Colusa County Corrections, and authorize the procurement utilizing NASPO - California - #7-17-70-42-05 contract through Axon Enterprise, Inc.; furthermore, authorize the Purchasing Agent to sign the quote and purchase order.

Comments received by Ms. Tyler and Sgt. Doble.

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

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

IX. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No.'s IB002-IB004 **(4/5 vote required)**

Comments received by Ms. Moore.

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

2. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
43078	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$150.00
43077	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$95.00
42967	BEHAVIORAL HEALTH	JOEL'S PEST CONTROL	$65.00

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

X. BOARD OF SUPERVISORS

1. Approve the October 24, 2023 Board of Supervisors Regular Meeting Minutes.

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

2. Appoint Richard Forster to the County Medical Services Program (CMSP) as a Governing Board member for (Group 1 Counties).

Comments received by Ms. Tyler.

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

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

XI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Evans

Meetings/functions attended:

- Special Transportation and Transit meeting
- Special Board of Supervisors meeting
- Sites meetings
- Halloween at the Courthouse
- Constituents calls regarding Janus Solar Project

Supervisor Smith

Meetings/functions attended:

- Special Transportation and Transit meeting
- Special Board of Supervisors meeting
- Groundwater Authority meeting
- District Day with Senator Dahle
- ALUC meeting
- Probation Fall Festival
- Pie Eating contest
- Scarecrow contest
- Colusa High School Track team League Champion

Supervisor Bell

Meetings/functions attended:

- Probation Fall Festival
- Pie Eating contest
- Drive Thru Flu Clinic
- Forces of Change Assessment
- Special Board of Supervisor meeting
- Halloween at the Courthouse
- Burchfield Halloween Parade
- Chamber of Commerce meeting
- Met with CUSD Board Members
- Arts Council Art Show
- City Council meeting
- Volunteer work with Animal Control to round up roosters
- Constituents concerns
- Safety Measures for Highway 45
- Arbuckle Car Show and BBQ

Supervisor Corona

Meetings/functions attended:

- Egling Girls Basketball
- District Day with Senator Dahle
- Sierra Sac EMS Board meeting
- Halloween at the Courthouse
- Special Board of Supervisors meeting
- Cooked breakfast at Arbuckle Car Show
- Chili Cook Off in Elk Grove
- Work Football Game for Pierce HS
- Constituent complaints regarding road conditions

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

Supervisor Boes
Meetings/functions attended:
Williams High School Homecoming Parade
Williams City Council meeting
Donna Critchfield Demonstration Garden Visit
Puptoberfest
Special Board of Supervisors meeting
Special Transportation and Transit meeting
Burchfiled Halloween Parade
Halloween at the Courthouse
Regional Housing Authority
District Day with Senator Dahle

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

Chair Boes declares a recess at 10:51 a.m. to convene in Closed Session.

XIII. CLOSED SESSION/COUNTY COUNSEL
1. CONFERENCE WITH LABOR NEGOTIATOR
California Government Code 54957.6
Agency Negotiator: Patrick Clark, Dar Rhodes, Kaline Moore and Yareli Mora
Employee Organizations: All Units

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

Chair Boes adjourns Closed Session at 11:25 a.m. and reconvene in Regular Session with all Supervisors present.

1:30 P.M PUBLIC HEARING
COMMUNITY DEVELOPMENT DEPARTMENT
1. Continue Public Hearing to December 5, 2023 on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.

Comments received by Ms. Tyler and Mr. Stout.

RESULT:	**CONTINUED [3 TO 1] TO DECEMBER 5, 2023**
MOVER:	Corona
SECONDER:	Bell
AYES:	Corona, Boes, Bell
NAYS:	Evans
ABSTAIN:	Smith

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

Chair Boes adjourned the meeting at 1:39 p.m. to reconvene in Regular Session on December 5, 2023 at the hour of 9:00 a.m.

_____
Kent S. Boes, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 11-07-23 Minutes (9480 : Approve the November 7, 2023 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA 2.2

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the 2024 Board of Supervisors Meeting Calendar

Approve the 2024 Board of Supervisors Meeting Calendar.

Detailed Description/Background of request

The calendar proposes the Board of Supervisors go dark during the month of July and that there is only one meeting in the month of November due to the CSAC Annual meeting. The action requested is that you approve the calendar of Board of Supervisors meetings as presented.

Prior Board Action

Approved annually.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Distribute meeting calendar to all departments.

ATTACHMENTS:

- 2024 BOS Meeting Calendar (PDF)

2024 BOARD OF SUPERVISORS MEETING CALENDAR

HOLIDAY CUT OFF BOS MTG

2024 CALENDAR YEAR

JANUARY

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	*10*
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	*16*
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	*11*
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	*15*
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	*13*
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	*17*
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	*14*
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	*12*
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	*14*
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NACo Legislative Conference	2-10-24 to 2-13-24	Washington, DC
CSAC Legislative Conference	4-17-24 to 4-19-24	Sacramento, CA
NACo WIR Conference	5-8-24 to 5-10-24	Mariposa County, CA
NACo Annual Conference	7-11-24 to 7-14-24	Tampa, Florida
RCRC Annual Conference	9-18-24 to 9-20-24	Sonoma County, CA
CSAC Annual Meeting	11-18-24 to 11-22-24	Los Angeles County, CA

Transportation Commission Meetings
Meeting held the same day of the last BOS meeting of the month

BOS

CUT OFF DATE	*Meeting Date*
December 8, 2023	January 2, 2024
December 22, 2023	January 16, 2024
January 5, 2024	January 30, 2024
January 12, 2024	February 6, 2024
January 26, 2024	February 20, 2024
February 9, 2024	March 5, 2024
February 23, 2024	March 19, 2024
March 8, 2024	April 2, 2024
March 22, 2024	April 16, 2024
April 5, 2024	April 30, 2024
April 19, 2024	May 14, 2024
May 3, 2024	May 28, 2024
May 17, 2024	June 11, 2024
May 31, 2024	June 25, 2024
July 12, 2024	August 6, 2024
July 26, 2024	August 20, 2024
August 9, 2024	September 3, 2024
August 23, 2024	September 17, 2024
September 13, 2024	October 8, 2024
September 27, 2024	October 22, 2024
October 11, 2024	November 5, 2024
November 1, 2024	December 3, 2024
November 22, 2024	December 17, 2024
December 13, 2024	January 7, 2025 TENTATIVE

Attachment: 2024 BOS Meeting Calendar (9472 : Approve the Board of Supervisors Meeting Calendar for

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Vicki Markss to the First 5 Colusa Children and Families Commission, effective November 10, 2023 through November 9, 2026

Reappoint Vicki Markss to the First 5 Colusa Children and Families Commission, effective November 10, 2023 through November 9, 2026. **(Application received: Vicki Markss)**

Detailed Description/Background of request

Ms. Markss has submitted an application requesting to be appointed to the First 5 Colusa Children and Families Commission to serve a 3-year term effective November 10, 2023 through November 9, 2026.

Ms. Markss meets the qualifications for the position set forth in Section D of First 5 Colusa's Standing Rules which reads as follows:

"D. The remaining members of the Commissioners shall be from the following categories: representatives of local child care resource or referral agency, or a local child care coordination group; representative of a local organization for prevention or early intervention for families at risk; representatives of community -based organizations that have the goal of promoting nurturing and early childhood development."

This Vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 29, 2022.

Prior Board Action

Appointed November 10, 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Vicki Markss, 22 Woodhaven Drive, Colusa, CA 95932, and copy First 5 Children and Families Commission, Attn: Ginger Harlow, 217 9th Street, Ste. B, Colusa, CA 95932

ATTACHMENTS:

- Application Vicki Markss (PDF)

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Friday, November 3, 2023 10:10 AM
To: Ann Nordyke; Melissa Kitts; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Colusa County Board of Supervisors Application to Fill a Vacancy

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

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	First 5 Colusa
NAME OF APPLICANT:	Vicki Markss
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	22 Woodhaven Drive
Address2	*Field not completed.*
City	Colusa
State	California
Zip	95932
PHONE:	5307018454
E-MAIL:	vmarkss@ccoe.net
SUPERVISORIAL DISTRICT:	2
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	I would like to continue to serve on the First 5 Colusa Commission because I am committed to serve the youngest children in our community. As the Director of

Attachment: Application Vicki Markss (9487 : Appointment to First 5 Colusa Children and Families Commission)

early education programs with the Colusa County Office of Education, and over 35 years in the field of early childhood development, my investment in children is apparent. I strongly believe in the mission of First 5 and the importance of investing in children ages birth to five as the earliest years significantly impacts brain development, growth, and positive outcomes for later years.

(Section Break)

Email not displaying correctly? View it in your browser.

Attachment: Application Vicki Markss (9487 : Appointment to First 5 Colusa Children and Families Commission)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

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

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

Detailed Description/Background of request

Ms. Willoh submitted an application to be reappointed to the Grand Island Cemetery District to serve a term effective October 5, 2023 through October 4, 2027.

Ms. Willoh meets the requirement set by the Health and Safety Code 9022 requiring Trustees to be a voter within their district. Notice of this term expiration was posted in the Williams Pioneer Review on December 29, 2022 pursuant to Government Code Section 54970-54974 (Maddy Act)

Prior Board Action

Ms. Willoh was last appointed to this District November 5, 2019.

Fiscal Impact/Funding Source

None

Action for the Clerk

Send appointee letter of appointment, oath of office and certificate of appointment to: P.O. Box 191, Grimes, CA 95950. Also send copy of appointment to district office. Change rooster list and Access data base.

ATTACHMENTS:

- Application Marie Willoh (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
NOV 13 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Grand Island Cemetery District

NAME OF APPLICANT:
Marie Jansen Willoh

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
230 Balsdon Str. / PO Box 4

CITY:
Grimes.

PHONE:
(530) 218-3224 cell

E-MAIL:
mwilloh@gmail.com

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

1 ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **Notes:** Daurice Kalfbeek Smith

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

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

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

Attachment: Application Marie Willoh (9488 : Appointment to the Grand Island Cemetery District)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

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

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

Detailed Description/Background of request

Mr. Moore and Ms. Hickel submitted applications to be reappointed to the Sacramento River Fire Protection District to serve a term effective November 16, 2023 through November 15, 2027.

Both applicants meet the requirements set by the Health and Safety Code 14407 requiring the applicants to reside and be a registered voter within their district. Notice of term expiration was posted in the Williams Pioneer Review on December 29, 2022 pursuant to Government Code Section 54970-54974 (Maddy Act).

Prior Board Action

Both applicants were last appointed on November 5, 2019.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment to both applicants and a copy to the district office. Update Access and the rooster.

ATTACHMENTS:

- Application Roger Moore (PDF)
- Application Patricia Hickel (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
NOV 16 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
SACRAMENTO RIVER FIRE DISTRICT

NAME OF APPLICANT:
ROGER MOORE

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
636 GRIMES-ARBUCKLE ROAD
PO BOX 158 GRIMES CA 95950

CITY:
GRIMES

PHONE: 530 437 2305
CELL 530 218 2604

E-MAIL: —

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

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ **Notes:**

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

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

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

Attachment: Application Roger Moore (9492 : Appointments to the Sacramento River Fire Protection District)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
NOV 13 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
SACRAMENTO RIVER FIRE DISTRICT

NAME OF APPLICANT:
PATRICIA Hickel

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
1996 Lurline Ave

CITY:
Colusa CA

PHONE:
530-682-9363

E-MAIL:
1996@frontiernet.net

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

1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ **Notes:**

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

Have served on Board over 10 years and wish to continue. Currently Secretary of BOD
Want to continue to be involved in my community

Thankyou
Patty

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

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

Attachment: Application Patricia Hickel (9492 : Appointments to the Sacramento River Fire Protection District)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

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

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

Detailed Description/Background of request

This is a contract for the County to perform Phytophthora ramorum (Sudden Oak Death - SOD) Program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Federal Domestic Quarantine 7 CFR 301.92
2. DA-2014-02 Federal Order Phytophthora ramorum (Host Nursery Modifications)

The County will perform inspections at previously positive nurseries that ship stock interstate and will collect and submit samples to CDFA for identification.

This contract was received by our office via email on 11/1/23.

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted item. The department may receive funds in the maximum amount of $1133.35 for services performed.

Action for the Clerk

Obtain signatures on one original and email with Exhibit A to lauren.boulanger@cdfa.ca.gov.

Return signed copy to Ag Commissioner's Office, Attn: Dawn upon return.

ATTACHMENTS:

- 23 24 SOD agreement (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.8/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0413-014-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: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $1,133.35

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 Legal 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
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C519
Federal Award Date:	August 4, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$1,308,771.00
Effective Dates for CDFA:	July 1, 2023 through June 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform P. ramorum program enforcement activities in support of the State Oak Mortality Disease Control regulation, State and Federal Quarantines. This will help prevent the introduction of plant pests and diseases that are harmful to agriculture and the environment.

Project Title: Phytophthora ramorum - Non quarantined

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Shadi Moscouplos	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Exclusion	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:	916-531-5747	Phone:	530-458-0580
Email Address:	shadi.moscouplos@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kapua Kahumoku	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Exclusion	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:	916-628-0425	Phone:	530-458-0580
Email Address:	kapua.kahumoku@cdfa.ca.gov	Email Address:	rjennings@countyofcolusa.com

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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 provisions 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 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The 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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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.

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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **Equipment**
Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

23. **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.

24. **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. To the extent allowed by law, CDFA determines whether

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

the information is releasable. Each party agrees to maintain such information as confidenti notify the other party of any requests for release of the information.

25. 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.

26. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by applicable Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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 for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

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.

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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

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*.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

B. The Recipient may retain title to any invention conceived of or first actually reduced to pr 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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

SCOPE OF WORK
***Phytophthora ramorum* Program**
Non Quarantined Counties
July 1, 2023 - June 30, 2024

The county agrees to perform *Phytophthora ramorum* (*P. ramorum*) program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Federal Domestic Quarantine 7 CFR 301.92.

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*
B. Response at Nurseries Newly Positive for *P. ramorum*
C. Data Entry/Sample Submission
D. Trace Forward/Trace Back Investigations

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment
B. Vehicle/Mileage

SECTION 3: REPORTING/REIMBURSEMENT

A. Monthly Activity Report
B. Reimbursement

SECTION 1: PERSONNEL ACTIVITIES

A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*:

Regulated Establishments (Formerly known as *DA-2014-02 Federal Order Phytophthora ramorum (Previously Positive Host Nursery Modifications)*)

Please see this link for the most current federal regulations:

https://gov.ecfr.io/cgi-bin/text-idx?SID=67daf942706d970561b54452f87ea624&mc=true&node=sp7.5.301.x&rgn=div6

Regulatory Enforcement at Regulated Establishments
The county must have an interstate shipping nursery or a nursery that supplies an interstate shipping nursery that is previously positive for *P. ramorum*.

As required, perform inspections at establishments previously positive for *P. ramorum* that ship regulated nursery stock interstate or supply nurseries that ship regulated nursery stock interstate.

Please see the following link for the most current federal inspection protocol for regulated establishments:

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

https://www.aphis.usda.gov/import_export/plants/manuals/domestic/downloads/p-ramorum.pdf

B. Response at Nurseries Newly Positive for *P. ramorum*

Activities in response to the detection of *P. ramorum* include trace forward and trace back investigations, eradication activities at positive nurseries as required by the *P. ramorum* program, and using the most current USDA protocols. Eradication activities include issuing hold notices, destruction, delimitation/follow-up inspection and sampling, and sanitation procedures.

Please see the following link for the most current federal positive nursery response:

https://www.aphis.usda.gov/import_export/plants/manuals/domestic/downloads/p-ramorum.pdf

C. Data Entry/Sample Submission

The county is responsible for ensuring the following data set is accurately completed in a timely manner:

1. **Pest and Damage Record (PDR)**
   The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC), located at 3294 Meadowview Road, Sacramento, CA 95832, for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Plant Division Extranet site at http://phpps.cdfa.ca.gov/user/frmLogon2.asp. A hard copy of the PDR must accompany the samples to the PPDC as well.

   "SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program and choose from 03 Quarantine-Federal Domestic, 21 Compliance Agreement Survey, 22 Trace Back Survey, or 23 Trace Forward Survey in the activity field. Please do not use the general plant pathology codes in the activity field.

2. **Data Collection**

   The county must send completed USDA Data Collection spreadsheets of nursery visit data to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov after every visit to regulated nurseries.

D. Trace Forward/Trace Back Investigation

When *P. ramorum* is detected in a nursery, county agricultural commissioners will conduct trace forward and trace back investigations at locations in their county that have either supplied (trace back) or received (trace forward) plants from the positive nursery. Trace back activities include inspection of the source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results.

Trace Forward Protocol
For the activities performed at nurseries, residences, and commercial sites that have received plants from a confirmed *P. ramorum* positive nursery use the protocol outlined in the most current USDA Trace Forward Protocol (please see link below).

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

https://www.aphis.usda.gov/import_export/plants/manuals/domestic/downloads/p-ramorum.pdf

Trace Back Protocol
For the activities performed at nurseries that have been implicated as the source of *P. ramorum* positive plants use the protocol outlined in the most current USDA Trace Back Protocol (please see link below).

https://www.aphis.usda.gov/import_export/plants/manuals/domestic/downloads/p-ramorum.pdf

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

In accordance with 2 CFR Part 200.1 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&node=se2.1.200_194&rgn=div8), supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment

In accordance with 2 CFR Part 200.1 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&node=se2.1.200_133&rgn=div8), equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Articles with a unit cost of $5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the *P. ramorum* program must be maintained by the county.

B. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage reimbursement rate (http://www.irs.gov) fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for as well as the name of the driver. Vehicle logs must be maintained on a monthly basis.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

SECTION 3: REPORTING/REIMBURSEMENT:

A. Monthly Activity Report

The county must utilize the online County Monthly Reporting System (https://secure.cdfa.ca.gov/egov/crs/login.aspx) to submit a monthly activity report for the *P. ramorum* program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov or by calling (916) 654-0312.

B. Reimbursement

The county must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. **Allowable Costs**
   All invoiced expenses must fall within the parameters of this scope of work and must be directly related to administering and conducting the *P. ramorum* program.

2. **Monthly Activity Report Required for Reimbursement**
   Monthly invoices will not be submitted for reimbursement until the submission of the online monthly activity report for the invoicing period has been completed by the county and verified by the CDFA (see Section A. Monthly Activity Report above). The hours on the monthly activity report must match the personnel hours invoiced on the corresponding monthly invoice.

3. **Hourly Rates on Invoices**
   Monthly invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

4. **Personnel on Invoice Must Match Work Plan**
   Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

5. **Documentation**
   Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to the CDFA but must be retained by the county and made available for audit purposes.

6. **Substantiation of Costs**
   All personnel salary costs must be properly tracked or allocated to the agreement in accordance with the Office of Management and Budget requirements and federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the trace.

   If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work. Mileage rates used on invoices must be the same as contained in the work plan. The CDFA will send an email that

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

will notify the counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, telecommunications, etc.) for which the county will seek reimbursement under the agreement must be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work.

Use the following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

2 CFR 200 (http://www.ecfr.gov/cgi-bin/text-idx?SID=c1a895352495b577c5908c4ef49bf296&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

7. **Submission of Monthly Invoice**
Invoices must be submitted via email to shadi.moscouplos@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Carolyn Lambert (carolyn.lambert@cdfa.ca.gov) via email or by calling (916) 654-0312.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814

Accounting use only:

Agreement Name:	Phythophthora ramorum Program - NonQuarantined
Agreement Number:	
Agreement Amount:	

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

Date:	
County:	
Amount Billed to Date	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS ***Month :***

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1					0.00%	$ -	$ -	$ -
2						$ -	$ -	$ -
3						$ -	$ -	$ -
4						$ -	$ -	$ -
5						$ -	$ -	$ -
6						$ -	$ -	$ -
7						$ -	$ -	$ -
8						$ -	$ -	$ -
9						$ -	$ -	$ -
10						$ -	$ -	$ -
		TOTALS	0	$ -	0%	$ -	$ -	$ -

OPERATING EXPENSES

	Description (type of supply or expense)	Total Cost
1	Supplies	$0.00
2	Equipment	$0.00
	TOTAL OPERATING EXPENSES:	**$0.00**

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.655	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

Month:	$ -
Total Amount Due:	**$0.00**

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.
** Overhead percent is eligible, may fluctuate per county and must not exceed 25%
*** Mileage rates: County vehicle = Not to exceed $0.655 per mile.
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.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

Work Plan for *Phytophthora ramorum* Program
Non-Quarantined Counties
FY 2023/2024
July 1, 2023 through June 30, 2024

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: Colusa

Agreement Activities						
Regulatory Response Activities			**Number of Facilities Requiring Activities**	**Estimated Visits/Year/Facility**	**Estimated Hours/Visit**	**Estimated Hours/Year**
Instruction Section:	*A*	Previously Positive Nurseries **(County must have a Participating Nursery)**	0	0	0	0
	B	Positive Nursery Response (Confirmed Nursery Protocol)	0	0	0	0
	C	Trace Forward and Trace Back Investigations	1	2	5	10
Administrative Support						
Instruction Section:	*D*	Administrative Support				5
					***Total Activity Hours:**	**15**
Instruction Section:	*E*				**Total Personnel Costs:**	**$791.75**
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs						
Instruction Section:	*F*	Enter Overhead Percentage			**25%**	**$197.94**
Operating Expenses						
Instruction Section:	*G1*	Supplies			$50.00	**$50.00**
	G2	Equipment			$0.00	
Vehicles						
Instruction Section:	*H*	Enter Estimated Miles	143	****Rate Per Mile:**	**0.655**	**$93.67**
					TOTAL COST:	**$1,133.35**

***Figure must match the figure on your 'Personnel Cost Work Sheet' (tab two). You must submit your completed 'Personnel Cost Work Sheet' with your work plan.**

**** Mileage rate must be $0.655, or current federal rate (http://www.irs.gov)**

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Non-Quarantined Counties
FY 2023/2024
July 1, 2023 through June 30, 2024

County: Colusa

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
ACCT CLERK	$31.63	$13.86	$45.49	5	$227.45
AG BIOLOGIST III	$31.42	$25.01	$56.43	10	$564.30
Position Title 3	$0.00	$0.00	$0.00	0	$0.00
Position Title 4	$0.00	$0.00	$0.00	0	$0.00
Position Title 5	$0.00	$0.00	$0.00	0	$0.00
Position Title 6	$0.00	$0.00	$0.00	0	$0.00
Position Title 7	$0.00	$0.00	$0.00	0	$0.00
Position Title 8	$0.00	$0.00	$0.00	0	$0.00
Position Title 9	$0.00	$0.00	$0.00	0	$0.00
Position Title 10	$0.00	$0.00	$0.00	0	$0.00
			*Total:	15	$791.75

*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

County Work Plan Summary
Phytophthora ramorum Program
Non-Quarantined Counties
FY 2023/2024
July 1, 2023 through June 30, 2024

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: Colusa
Agreement Manager: Ryan Jennings

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	**Total Activity Hours:**	15	**$791.75**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$197.94**
Operating Expenses	All supply/equipment costs exceeding $5,000.00 must be accompanied by a itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$50.00**
Vehicles	Mileage rate must be $0.655, or current federal rate (http://www.irs.gov).	**Estimated Miles:**	143	**$93.67**
		Rate Per Mile:	0.655	
		TOTAL COST:		**$1,133.35**

Attachment: 23 24 SOD agreement (9473 : 23 24 SOD contract with CDFA)

COUNTY OF COLUSA, CA 2.7

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Recordation of Parcel Map Number 23-6

Adopt a Resolution authorizing recordation of Parcel Map #23-6 and authorize the County Surveyor to record same.

Detailed Description/Background of Request

On August 2, 2023, the Planning Commission conditionally approved Tentative Parcel Map #23-6. This approval authorized the division of an existing 80-acre parcel into 2 parcels each totaling 40 acres of land. The project site is located at the northwest corner of Grevie Road and Eddy Road (437 Grevie Road), and approximately 2.25 miles southeast of the Community of College City.

General Plan and Zoning

The subject property has a General Plan designation of Agriculture General (AG) and is zoned Exclusive Agriculture (E-A). The applicant has indicated the purpose of the proposed parcel division is for estate planning and farming practices purpose. As detailed in the attached Planning Commission Resolution 23-003 and staff report (Attachment #1), the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Williamson Act

The project site is not under a Williamson Act or Farmland Security Zone contract.

Summary

A resolution authorizing the recordation of the map is now before the Board for its consideration. The Planning Commission and Staff recommends adoption of the resolution authorizing recordation of the parcel map. In addition, staff recommends that the Board authorize the County Surveyor to take the necessary steps to record said map.

Prior Board Action

None.

Fiscal Impact/Funding Source

Staff has not identified any fiscal impact to the County because of the parcel map recordation. The current property taxes of $ $5,422.60 have been paid (Attachment #2).

Action for the Clerk

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

ATTACHMENTS:

- Board Resolution Approving Parcel Map 23-6 Kalfsbeek LT (DOCX)
- Exhibit "A" PM 23-6 Kalfsbeek 11 x 17 (PDF)
- Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (PDF)
- Attachment #2 Taxes Paid Receipt (PDF)

RESOLUTION NO. 23-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER 23-6 (PD-23-6)

WHEREAS, the Colusa County Planning Commission conducted a public hearing on Tentative Parcel Map 23-6 on August 2, 2023 attached hereto and marked as Exhibit "A" and following the close of the public hearing found that TPM 23-6 to be in accordance with the Colusa County General Plan and the Colusa County Zoning Ordinance; and

WHEREAS, the Planning Commission conditionally approved Parcel Map 23-6 (PD-23-6) pursuant to Planning Commission Resolution 23-003; and

WHEREAS, the County Surveyor and the Colusa County Community Development Department, Planning Unit have reviewed the parcel map and have found it to be in compliance with the conditions of approval of Planning Commission Resolution 23-006, Colusa County's Subdivision Ordinance and the California State Map Act; and

NOW, THEREFORE, BE IT RESOLVED by the Colusa County Board of Supervisors that Parcel Map 23-6 attached hereto as Exhibit "A" is hereby approved for recordation.

PASSED AND ADOPTED this 5th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent S. Boes, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Board Resolution Approving Parcel Map 23-6 Kalfsbeek LT (9505 : Resolution Approving the Recordation of Parcel Map 23-6)

Exhibit "A"

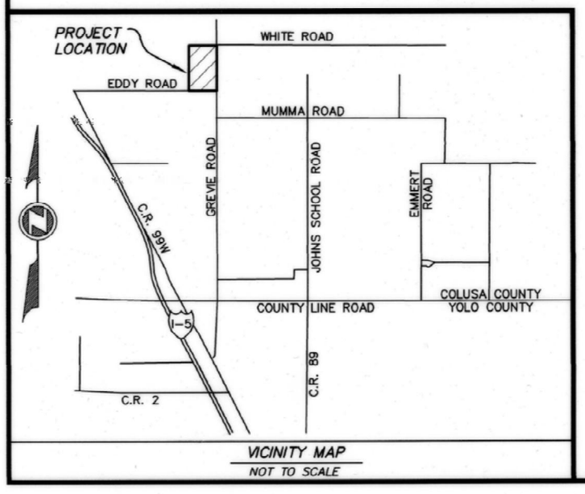
OWNER'S STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF PARCEL MAP NO. 23-6 FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

TODD KALFSBEEK AND DEBRA J. KALFSBEEK, TRUSTEES OF THE TODD AND DEBRA J. KALFSBEEK LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST AND KNUTE KALFSBEEK AND JEAN SCOTT, TRUSTEES OF THE KNUTE KALFSBEEK AND JEAN SCOTT LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST AND JOSEPH KALFSBEEK AND MARY K. KALFSBEEK, TRUSTEES OF THE JOE AND MARY K. KALFSBEEK LIVING TRUST, AS TO AN UNDIVIDED 1/3 INTEREST

TODD KALFSBEEK	DATE 11/20/23
DEBRA KALFSBEEK	DATE 11/20/2023
KNUTE KALFSBEEK	DATE 11/20/2023
JEAN SCOTT	DATE 11/20/2023
JOSEPH KALFSBEEK	DATE 11/20/23
MARY K. KALFSBEEK	DATE 11/20/23

WE HEREBY DEDICATE TO THE PUBLIC THE EASTERLY 30 FEET OF PARCELS 1 AND 2 ON THE WEST SIDE OF GREVIE ROAD AND THE SOUTHERLY 30 FEET OF PARCEL 2 ON THE NORTHERLY SIDE OF EDDY ROAD FOR ROAD, UTILITY AND DRAINAGE PURPOSES.



VICINITY MAP
NOT TO SCALE

ACKNOWLEDGMENT:

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

STATE OF CA
COUNTY OF Colusa

ON 11/20/23, BEFORE ME, Dana Wilson Ash

A NOTARY PUBLIC, PERSONALLY APPEARED
Todd Kalfsbeek + Debra Kalfsbeek

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Dana Wilson Ash
Dana Wilson Ash
NAME (TYPED OR PRINTED),
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Colusa
COMMISSION EXPIRES: 9/9/26
COMMISSION # OF NOTARY: 2412790

ACKNOWLEDGMENT:

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

STATE OF CA
COUNTY OF Colusa

ON 11/20/23, BEFORE ME, Dana Wilson Ash

A NOTARY PUBLIC, PERSONALLY APPEARED
Knute Kalfsbeek + Jean Scott

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Dana Wilson Ash
Dana Wilson Ash
NAME (TYPED OR PRINTED),
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Colusa
COMMISSION EXPIRES: 9/9/26
COMMISSION # OF NOTARY: 2412790

ACKNOWLEDGMENT:

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

STATE OF CA
COUNTY OF Colusa

ON 11/20/23, BEFORE ME, Dana Wilson Ash

A NOTARY PUBLIC, PERSONALLY APPEARED
Joseph Kalfsbeek + Mary K. Kalfsbeek

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Dana Wilson Ash
Dana Wilson Ash
NAME (TYPED OR PRINTED),
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Colusa
COMMISSION EXPIRES: 9/9/26
COMMISSION # OF NOTARY: 2412790

PARCEL MAP NO. 23-6
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
COLUSA COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 1 OF 3 NOVEMBER 8, 2023

#3749-3

Attachment: Exhibit "A" PM 23-6 Kalfsbeek 11 x 17 (9505 : Resolution Approving the Recordation of Parcel Map 23-6)

Exhibit "A"

BOARD OF SUPERVISORS STATEMENT:

I _____, CLERK TO THE BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS_____DAY OF_____, 20___APPROVED THE PARCEL MAP FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HERETOFORE FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON AUGUST 2, 2023, AND DO BY ACCEPT FOR DEDICATION TO THE PUBLIC THE EASTERLY 30 FEET OF PARCELS 1 AND 2 ON THE WEST SIDE OF GREVIE ROAD AND THE SOUTHERLY 30 FEET OF PARCEL 2 ON THE NORTHERLY SIDE OF EDDY ROAD FOR ROAD, UTILITY AND DRAINAGE PURPOSES.

I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATED AMOUNT OF $_____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

_____
CLERK OF THE BOARD OF SUPERVISORS
COLUSA COUNTY
STATE OF CALIFORNIA

BY:_____
DEPUTY

COUNTY TAX COLLECTOR'S STATEMENT:

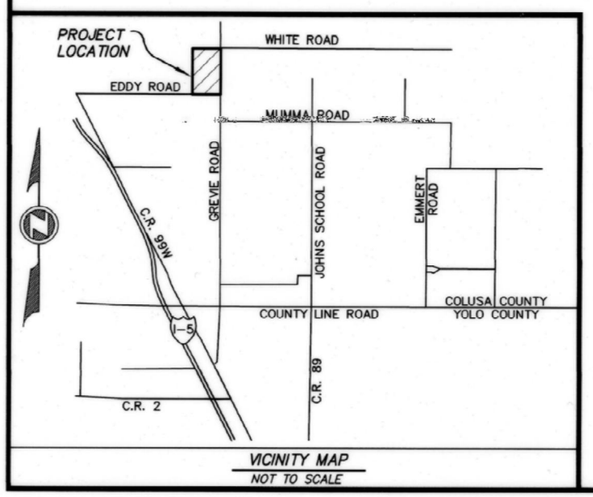
I, DANIEL A. CHARTER, TAX COLLECTOR FOR THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY OR SPECIAL DISTRICT TAXES AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING PARCEL MAP, EXCEPT FOR TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE, TAXES OR SPECIAL ASSESSMENTS WHICH ARE A LIEN BUT NOT YET PAYABLE, I ESTIMATE TO BE IN THE AMOUNT OF $5422.60

ASSESSOR'S PARCEL NUMBERS: 022-150-~~082-~~140 dkp-000 ~~AND 022-150-132-000(PORTION)~~

DATED THIS 22 DAY OF November 2023

Dillard Asst Tax Collector

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



VICINITY MAP
NOT TO SCALE

COUNTY RECORDER'S STATEMENT

FILED THIS_____ DAY OF _____, 2023, AT _____ ___.M., IN BOOK_____OF PARCEL MAPS AT PAGES _____, AT THE REQUEST OF LAUGENOUR AND MEIKLE.

DOC NO._____

_____
CRISTY JAYNE EDWARDS
COLUSA COUNTY RECORDER
STATE OF CALIFORNIA

FEE:_____

BY:_____
ASSISTANT/DEPUTY RECORDER

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 JOE KALFSBEEK IN MARCH 2021. I HEREBY STATE THAT: THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; ALL THE MONUMENTS SHOWN ON THE WITHIN MAP ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 9TH DAY OF NOVEMBER, 2023.

LICENSED LAND SURVEYOR
CHRISTOPHER W. LERCH
L.S. 7906
STATE OF CALIFORNIA

_____
CHRISTOPHER W. LERCH
L.S. 7906

COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I HEREBY STATE THAT THIS PARCEL MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF TENTATIVE MAP APPROVAL AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS 22ND DAY OF NOVEMBER, 2023.

LICENSED LAND SURVEYOR
DARYL K. PRIDE
L.S. 9150
STATE OF CALIFORNIA

_____
DARYL PRIDE, P.L.S. 9150
COLUSA COUNTY SURVEYOR

CONDITIONS OF APPROVAL

THE CONDITIONS OF APPROVAL REQUIRED 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 AUGUST 2, 2023. THE CONDITIONS ARE ON FILE WITH THE COLUSA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND ARE DETAILED IN PLANNING COMMISSION RESOLUTION NO. 23-003 APPROVED ON AUGUST 2, 2023. ALL FUTURE DEVELOPMENT SHALL CONFORM TO THE ZONING DISTRICT'S ALLOWED USES, DEVELOPMENT STANDARDS, PERFORMANCE STANDARDS, AND ALL OTHER LOCAL REQUIREMENTS AS THEY EXIST AT THE TIME OF DEVELOPMENT; INCLUDING BUT NOT LIMITED TO APPROVAL BY THE ENVIRONMENTAL HEALTH DIVISION OF WELL OR SEPTAGE SYSTEM; THE INSTALLATION OF ALL WEATHER ACCESS DRIVEWAYS CONFORMING TO COUNTY STANDARDS AND LOCAL FIRE DEPARTMENT REQUIREMENTS PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS; AN ENCROACHMENT PERMIT FOR ANY WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY; AND ALL FUTURE DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS OF THE COUNTY'S FLOOD DAMAGE ORDINANCE.

FLOOD ZONE:

A FLOOD ZONE DEVELOPMENT PERMIT SHALL BE REQUIRED FOR THE DEVELOPMENT OF PROPERTY LYING WITHIN ZONE "A" COLUSA COUNTY FLOOD PLAIN, COMMUNITY NO. 060022, PANEL 0850F DATED MAY 15, 2003.

PARCEL MAP NO. 23-6
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
COLUSA COUNTY, CALIFORNIA

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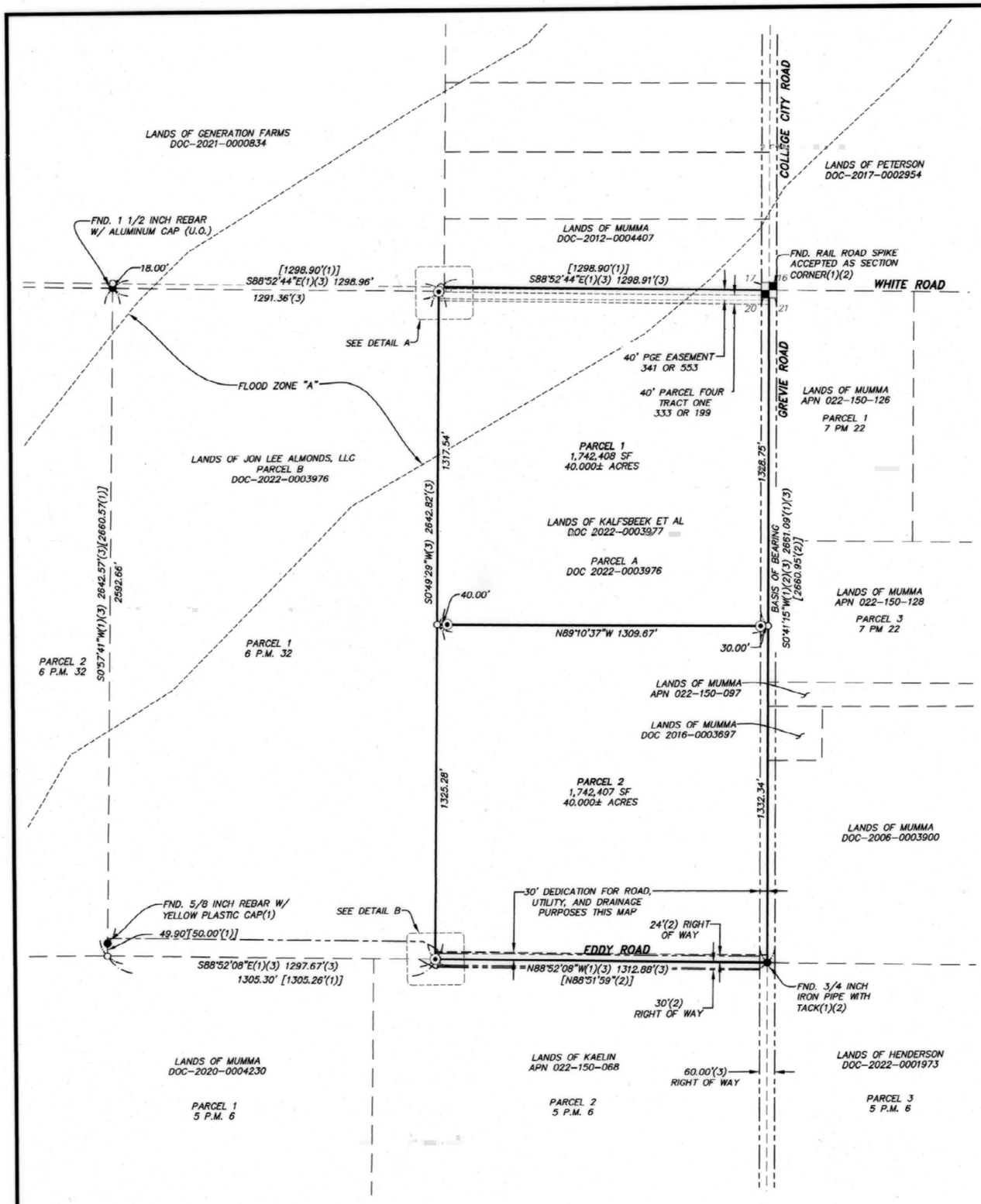
SHEET 2 OF 3 NOVEMBER 8, 2023

#3749-3

Attachment: Exhibit "A" PM 23-6 Kalfsbeek 11 x 17 (9505 : Resolution Approving the Recordation of Parcel Map 23-6)

Exhibit "A"



RECORD DATA:

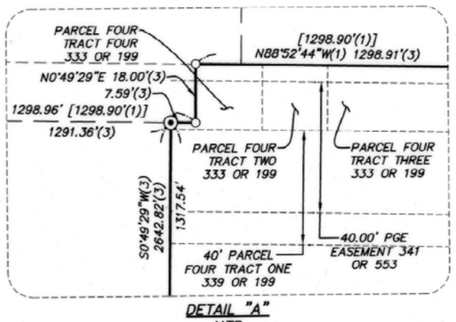
(1) BOOK 6 OF PARCEL MAPS AT PAGE 32, C.C.R.

(2) BOOK 5 OF PARCEL MAPS AT PAGE 6, C.C.R.

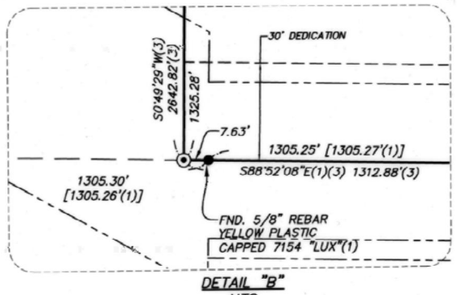
(3) DOCUMENT NUMBER 2022-003977, C.C.R.

BASIS OF BEARINGS:

THE RECORD BEARING OF N00°41'15"W, SHOWN HEREON AS THE CENTERLINE OF GREVIE ROAD PER BOOK 6 OF PARCEL MAPS AT PAGE 32, C.C.R. WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



DETAIL "A"
NTS



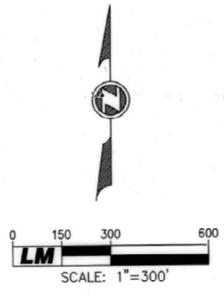
DETAIL "B"
NTS

LEGEND OF SYMBOLS AND ABBREVIATIONS:

●	INDICATES MONUMENT FOUND AS NOTED
⊙	INDICATES SET 3/4"x24" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 7906" UNLESS NOTED OTHERWISE
○	INDICATES DIMENSION POINT, NOTHING FOUND, NOTHING SET
▀	INDICATES SECTION CORNER
( )	INDICATES INFORMATION PER RECORD DATA
[ ]	INDICATES RECORD DATA
C.C.R.	INDICATES COLUSA COUNTY RECORDS
O.R.	INDICATES OFFICIAL RECORDS OF COLUSA COUNTY
P.M.	INDICATES PARCEL MAP OF COLUSA COUNTY
DOC	INDICATES DOCUMENT NUMBER, COLUSA COUNTY RECORDS
FND.	INDICATES FOUND
U.O.	INDICATES UNKNOWN ORIGIN
———	INDICATES PROPERTY LINE
– – – –	INDICATES SECTION LINE
———	INDICATES ROAD RIGHT OF WAY LINE
·····	INDICATES EASEMENT
— — — —	INDICATES ADJACENT PROPERTY LINES
———	INDICATES FLOOD ZONE BOUNDARY
———	INDICATES IRREVOCABLE OFFER OF DEDICATION

NOTES:

1. ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
3. ALL EASEMENTS AFFECTING THIS PROPERTY PER PLACER TITLE COMPANY, TITLE NO. P-515253, DATED FEB 17, 2023 ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ALL MONUMENT DIMENSIONS PER THIS SURVEY ARE OUTSIDE DIAMETER.
5. ALL AREAS SHOWN ARE GROSS.



PARCEL MAP NO. 23-6
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
COLUSA COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 3 OF 3 NOVEMBER 8, 2023

#3749-3

Attachment: Exhibit "A" PM 23-6 Kalfsbeek 11 x 17 (9505 : Resolution Approving the Recordation of Parcel Map 23-6)

Attachment #1

RESOLUTION NO. 23-003

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING STATUTORY EXEMPTIONS AND APPROVING TENTATIVE PARCEL MAP PD-23-6 FOR TRAVIS ROBERTS (KALFSBEEK LIVING TRUST)

WHEREAS, Travis Roberts (Kalfsbeek Living Trust) filed an application with the Colusa County Community Development Department for a Tentative Parcel Map to subdivide an existing 80.0± acre property into two, 40.0± acre parcels, as detailed in Exhibit A ("Project"); and

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

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

WHEREAS, on August 2, 2023 the Planning Commission held a public hearing on the Project at which time the Commission considered all information submitted by County staff and public testimony.

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

I. Adopts CEQA statutory exemptions. Specifically, the Project is exempt from CEQA under Title 14, Article 5 of the California Code of Regulations (CEQA Guidelines), Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility this project may have a significant effect on the environment.

   A. Finds that the proposed statutory exemptions are adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

II. Approves the application as attached in Exhibit A, subject to conditions found attached as Exhibit B and the following Findings:

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

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

   1. The project would not be incompatible with surrounding land uses in the area

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

2. The project is in a zoning classification conditionally suitable for the proposed use.

3. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.

4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.

B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.

C. The project is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) regulations.

D. The proposed map or the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

E. The site is physically suitable for the type of development, or for the density of development proposed.

F. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or that they provide reasonable public access to public resources per Article 3.5 of the Subdivision Map Act.

G. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

H. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The planning commission may approve a map if it finds that the alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction. The county does not have authority to determine that the public at large has acquired easements for access through or use of property within a proposed subdivision.

I. The discharge of waste from the proposed subdivision into a sewer system or into an individual sewage disposal system would not result in violation, or add to a violation, of existing requirements prescribed by a California Regional Water Quality Control Board.

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Attachment #1

PASSED AND ADOPTED this 2nd day of August, 2023 by the following vote:

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

NOES: None.

ABSENT: None.

John Troughton, Jr., Planning Commission Chair

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

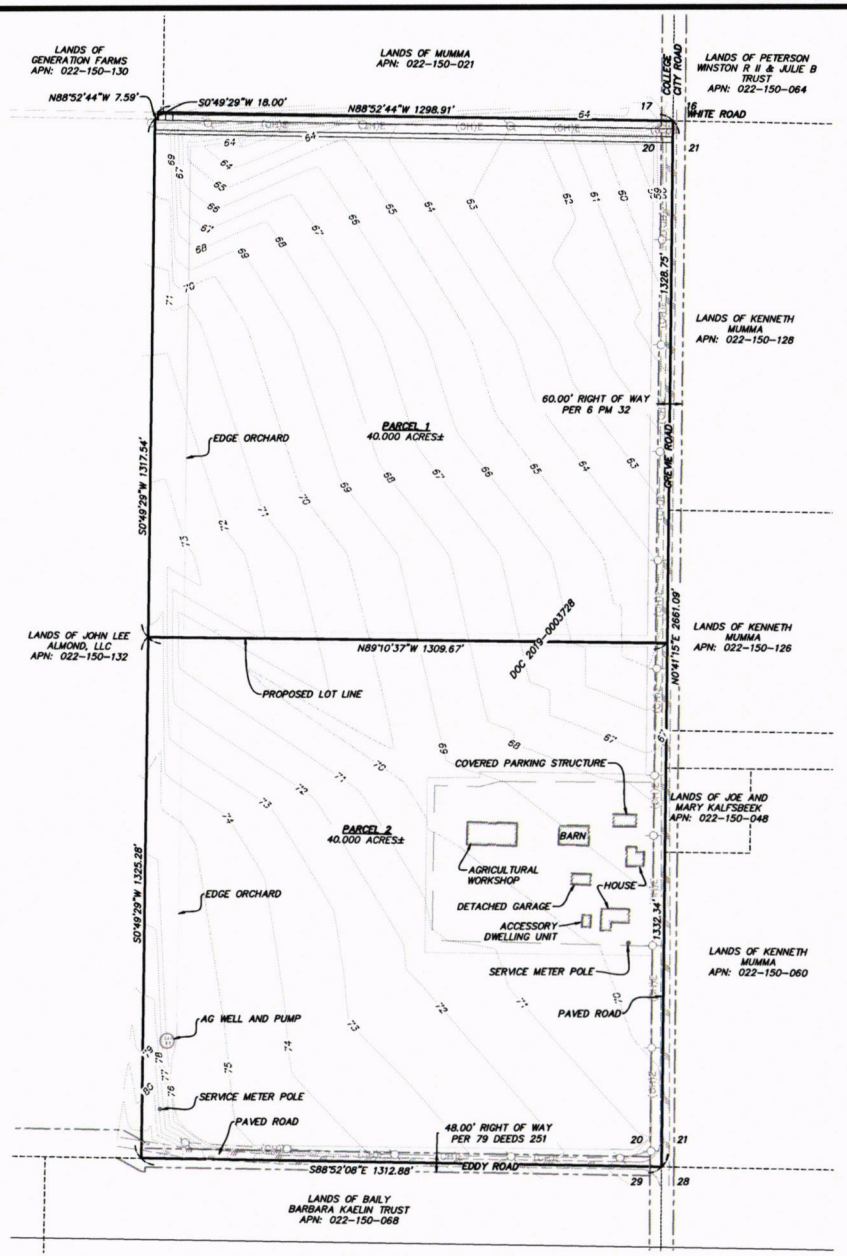
Melissa Kitts, Deputy Clerk

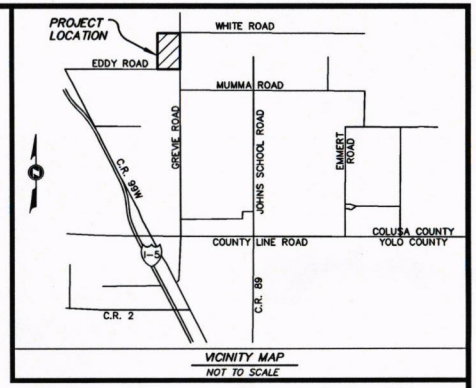
APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Exhibit "A"





OWNER/SUBDIVIDER:	KALFSBEEK LIVING TRUST JOE KALFSBEEK 437 GREVIE ROAD ARBUCKLE, CA 95913 (530) 681-6356
ENGINEER/SURVEYOR:	LAUGENOUR AND MEIKLE CIVIL ENGINEERS 608 COURT STREET WOODLAND, CA. 95695 PHONE: (530) 662-1755
ASSESSOR'S NUMBER:	022-150-022-000
EXISTING USE:	AGRICULTURAL AND RESIDENTIAL
PROPOSED USE:	AGRICULTURAL AND RESIDENTIAL
EXISTING GENERAL PLAN:	AG (AGRICULTURE GENERAL)
PROPOSED GENERAL PLAN:	AG (AGRICULTURE GENERAL)
EXISTING ZONING:	E-A
PROPOSED ZONING:	E-A
SEWER SERVICE:	PRIVATE SEPTIC AND LEACH FIELDS
DRAINAGE SERVICE:	OVERLAND TO THE EAST (GREVIE ROAD OVERLAND TO THE NORTH (CLARKS DITCH)
WATER SERVICE:	PRIVATE WELL
ELECTRIC SERVICE:	P.G.&E.
GAS SERVICE:	P.G.&E.
TELEPHONE SERVICE:	AT&T
FLOOD ZONES:	06011C0850F, ZONE X AND ZONE A
GROSS AREA:	80.000 ACRES±

LEGEND:

- PP –POWER POLE
- OVERHEAD ELECTRICAL
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT

0 100 200 400
LM SCALE: 1"=200'

LICENSED LAND SURVEYOR CHRISTOPHER W. LEICH L.S. 7906 STATE OF CALIFORNIA

TENTATIVE PARCEL MAP
FOR
KALFSBEEK LIVING TRUST
LOCATED IN A PORTION OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
COLUSA COUNTY, CALIFORNIA

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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 1 OF 1 APRIL 27, 2023

Attachment #1
Packet Pg. 63
2.7.c
Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Attachment #1

EXHIBIT "B"

Tentative Parcel Map Conditions for Travis Roberts (Kalfsbeek Living Trust) TPM (PD 23-6), Tentative Parcel Map subdividing an existing 80.0± acre property into two, 40.0± acre parcels.

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map (PD 23-6) submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.

2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.

5. A Conditions of Approval Section shall be included on the Parcel Map recordation cover page which states that the Conditions of Approval required for the development of the parcels created by the parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. This notice shall also state that the Conditions of Approval are on file with the Colusa County Community Development Department and shall identify the applicable Resolution Number, and specifically reference the performance standards of the applicable zoning district. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

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.

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Environmental Health

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

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

Public Works

9. Prior to the issuance of any building permits, all weather access driveways shall be constructed to the building site, conforming to County standards and local fire department requirements.

10. Any work within the County Road right-of-way shall require an encroachment permit.

11. All existing and proposed easements shall be shown on the final Parcel Map.

12. Applications for future development are subject to the requirements of Chapter 33, Flood Damage Prevention, of the Colusa County Code if the project is located in FEMA Flood Zone.

Arbuckle/College City Fire District

13. Prior to issuance of building permits, applicants shall comply with the requirements of the Arbuckle/College City Fire District.

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: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Planning Commission
546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

Attachment #1
Meeting: 08/02/23 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Steve Geiger
Initiator: Steve Geiger
Sponsors:
DOC ID: 9234

PLANNING COMMISSION (ID # 9234)

Detail

Applicant: Travis Roberts (Kalfsbeek Living rust) **File:** PD-23-6

General Plan: Agriculture General (AG) **Zoning:** Exclusive Agriculture (E-A)

Formal Title / Summary

Resolution Adopting Statutory Exemptions and Approving a Tentative Parcel Map for Travis Roberts (Kalfsbeek Living Trust)

Action Requested

Public Hearing and adoption of a Resolution approving Statutory Exemptions and approving Tentative Parcel Map (PD-23-6) for Travis Roberts (Kalfsbeek Living Trust).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed Tentative Parcel Map (TPM) application proposes to divide an existing 80.0± acre property into two, 40.0± acre parcels.

APN:

022-150-022

LOCATION:

The project site is located at the northwest corner of Grevie Road and Eddy Road (437 Grevie Road), and approximately 2.25 miles southeast of the Community of College City.

PROJECT AND SITE DESCRIPTION:

The property involved in the land division is 80.0± acres and identified as Assessor's Parcel Number 022-150-022. The subject property has a General Plan designation of Agriculture General (AG) and is zoned Exclusive Agriculture (E-A). Approval of the Tentative Parcel Map would result in the creation of two agricultural parcels both at the 40 acre minimum parcel size. Besides having an existing orchard, the subject parcel is developed with three residences (two single-family residences and an accessory dwelling unit), a detached garage, an agricultural workshop, a barn, and a detached covered parking structure. All of these structures will be located on the southerly parcel (Parcel 2) while the northerly parcel (Parcel 1) will only have orchard. Based on aerial photos of the subject parcel, an existing farm road provides a separation in the orchard where the proposed lot line will be located to separate the two parcels. The applicant

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

has indicated the purpose of the proposed parcel division is for estate planning and farming practices.

Access to the proposed parcels will continue to be provided by Grevie Road, which borders the proposed parcels to the east. The subject parcel is bordered by an irrigation ditch (Clarks Ditch) along the north and west sides. While there are no streams or other waterways that traverse or border the subject property, the northwest corner of the subject property (proposed Parcel 1) is located within Flood Zone A of the FEMA Flood Insurance Rate Maps, Community/Panel No. 06011C0850F. As noted previously, there are no existing structures on proposed Parcel 1. Future construction of a residence or agricultural structures on proposed Parcel 1 will need to either be located outside of the Flood Zone, or comply with the Chapter 33, Flood Damage Prevention, of the Colusa County Code and the Flood Zone requirements if located within the designated Flood Zone area.

ANALYSIS:

General Plan and Zoning

The project site has a General Plan Land Use Designation of Agriculture General (AG) and zoning classification of Exclusive Agriculture (E-A). The minimum parcel size for land divisions within areas designated and classified as such is 40 acres. The proposed parcel map meets the criteria as both parcels are proposed to be 40.00± acres.

The project is considered consistent with Colusa County General Plan Policies, specifically AG 1-4, and AG 1-12, which state:

AG 1-4 - Maintain agricultural parcel sizes that are large enough to sustain agricultural activities. The following minimum parcel sizes shall apply to agricultural lands, except in those instances in which a parcel has been physically divided or split by a public work of improvement or public project, such as a highway, a water delivery canal, a water storage facility, or like type of public improvement, authorized and constructed by a public entity: Agricultural General - 40-acres, Agricultural Upland - 80-acres, and Agricultural Transition 10-acres.

AG 1-12 - Agricultural uses shall continue to be protected through on going adherence to implementation of the County's Right to Farm Ordinance (Colusa County Code Chapter 43, Farming Practices

As a result, the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Subdivision Ordinance

Section 4.02 of the County Subdivision Ordinance requires the following findings be

made in order to approve a tentative parcel map:

(a) The proposed map or the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

(b) The site is physically suitable for the type of development, or for the density of development proposed.

(c) The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or that they provide reasonable public access to public resources per Article 3.5 of the Subdivision Map Act.

(d) The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

(e) The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The planning commission may approve a map if it finds that the alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction. The county does not have authority to determine that the public at large has acquired easements for access through or use of property within a proposed subdivision.

(f) The discharge of waste from the proposed subdivision into a sewer system or into an individual sewage disposal system would not result in violation, or add to a violation, of existing requirements prescribed by a California Regional Water Quality Control Board.

With respect to the findings: staff believes that:

(1) the proposed tentative parcel map is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance;

(2) the project site is physically suitable for the type of development, or for the density of development proposed;

(3) the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

(4) the design of the subdivision or the type of improvements is not likely to cause

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

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serious public health problems;

(5) the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision; and

(6) the discharge of waste from the proposed subdivision into a sewer system or into an individual sewage disposal system would not result in violation, or add to a violation, of existing requirements prescribed by a California Regional Water Quality Control Board.

As detailed above, staff believes the six (6) required findings are met by the tentative parcel map and is therefore recommending approval of the proposed tentative parcel map.

Issues and Concerns

Due to the existing agricultural land use which is proposed to continue, the 40 acre parcel sizes which meet the minimum size required by the Agriculture General (AG) General Plan Land Use Designation, and the limitations under the Exclusive Agriculture zoning, the proposed project will not result in any agricultural impacts related to the subject property and surrounding properties. Portions of the project site are located in FEMA Flood Zone A. Future development in this area of the project site is subject to Chapter 33. Flood Damage Prevention of the Colusa County Code. No change in land use is proposed and no development impacts are anticipated. As previously stated, the purpose of the proposed parcel division is for estate planning and farming practices.

Surrounding Land Use and Compatibility

Surrounding land uses are agricultural with scattered residences and located on parcels ranging from approximately 1.00± acre to 160.76± acres. There are residences located on parcels adjacent to the east and south of the project site. No development is planned under this application and any future construction would be regulated by the existing Exclusive Agriculture (E-A) zoning district. Both the subject property and the surrounding area have E-A zoning, and this zoning is not being modified by this project. Due to the proposed 40 acre parcel sizes, the Colusa County Right to Farm Ordinance, and the existing performance standards of the zoning code no future impacts are anticipated.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This proposed tentative parcel map is considered to be statutorily exempt from the California Environmental Quality Act (CEQA) due to the low level of development allowable under the Exclusive Agriculture (E-A) zoning and the potential application of

the E-A performance standards. No foreseeable changes or impacts are anticipated from the proposed project. Any future development that exceeds the performance standards will be evaluated at the time of project proposal to ensure that any required CEQA review is conducted. As a result, this project is considered exempt from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations (CEQA Guidelines), Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this project may have a significant effect on the environment.

SUMMARY

The proposed tentative parcel map is consistent with the General Plan and Zoning requirements, is consistent with the requirements and findings of the Subdivision Ordinance, and is exempt from CEQA. Since the required findings can me met, staff is recommending the Planning Commission approve the project by making the motion previously listed above.

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Attachment #1

RESOLUTION NO. 23-

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING STATUTORY EXEMPTIONS AND APPROVING TENTATIVE PARCEL MAP PD-23-6 FOR TRAVIS ROBERTS (KALFSBEEK LIVING TRUST)

WHEREAS, Travis Roberts (Kalfsbeek Living Trust) filed an application with the Colusa County Community Development Department for a Tentative Parcel Map to subdivide an existing 80.0± acre property into two, 40.0± acre parcels, as detailed in Exhibit A ("Project"); and

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

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

WHEREAS, on August 2, 2023 the Planning Commission held a public hearing on the Project at which time the Commission considered all information submitted by County staff and public testimony.

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

I. Adopts CEQA statutory exemptions. Specifically, the Project is exempt from CEQA under Title 14, Article 5 of the California Code of Regulations (CEQA Guidelines), Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility this project may have a significant effect on the environment.

   A. Finds that the proposed statutory exemptions are adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

II. Approves the application as attached in Exhibit A, subject to conditions found attached as Exhibit B and the following Findings:

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

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

   1. The project would not be incompatible with surrounding land uses in the area

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2. The project is in a zoning classification conditionally suitable for the proposed use.

3. The configuration of the parcels and improvement of the property will not conflict with easements, access through, or use of the property.

4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.

B. The project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.

C. The project is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) regulations.

D. The proposed map or the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

E. The site is physically suitable for the type of development, or for the density of development proposed.

F. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or that they provide reasonable public access to public resources per Article 3.5 of the Subdivision Map Act.

G. The design of the subdivision or the type of improvements is not likely to cause serious public health problems.

H. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The planning commission may approve a map if it finds that the alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction. The county does not have authority to determine that the public at large has acquired easements for access through or use of property within a proposed subdivision.

I. The discharge of waste from the proposed subdivision into a sewer system or into an individual sewage disposal system would not result in violation, or add to a violation, of existing requirements prescribed by a California Regional Water Quality Control Board.

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

PASSED AND ADOPTED this 2nd day of August, 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
John Troughton, Jr., Planning Commission Chair

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

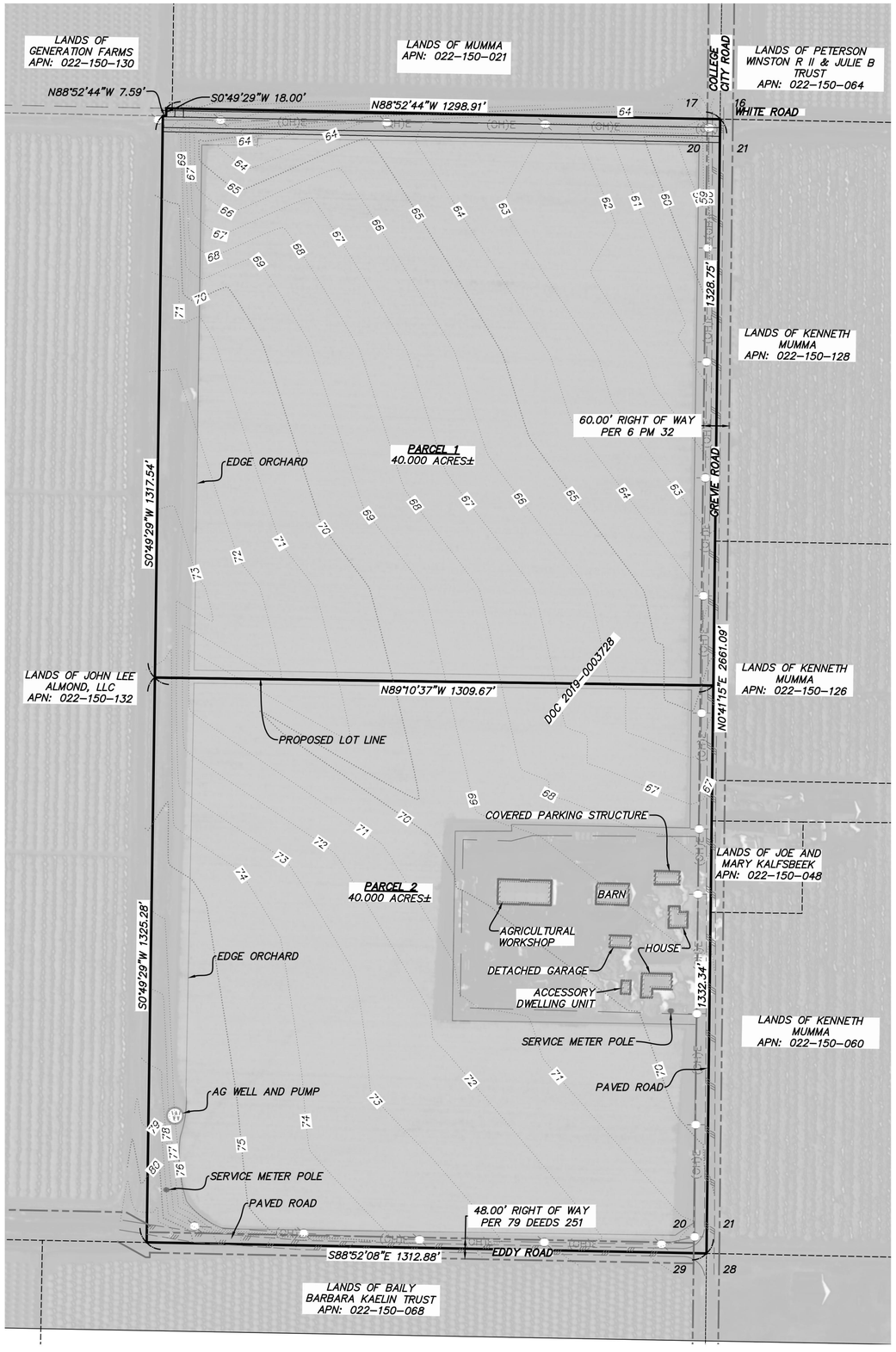
_____
Melissa Kitts, Deputy Clerk

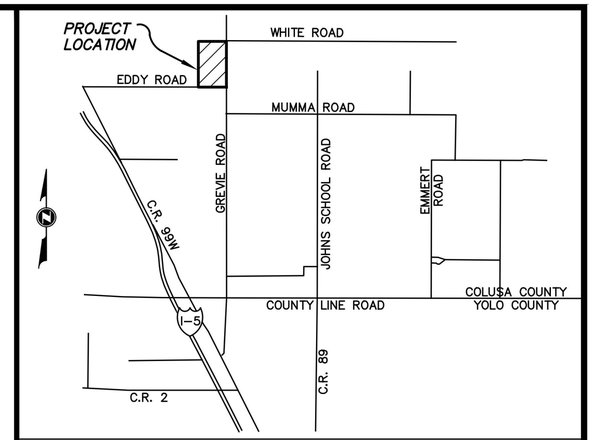
APPROVED AS TO FORM

_____
Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Exhibit "A"





OWNER/SUBDIVIDER:	KALFSBEEK LIVING TRUST JOE KALFSBEEK 437 GREVIE ROAD ARBUCKLE, CA 95913 (530) 681-6356
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EXISTING GENERAL PLAN:	AG (AGRICULTURE GENERAL)
PROPOSED GENERAL PLAN:	AG (AGRICULTURE GENERAL)
EXISTING ZONING:	E-A
PROPOSED ZONING:	E-A
SEWER SERVICE:	PRIVATE SEPTIC AND LEACH FIELDS
DRAINAGE SERVICE:	OVERLAND TO THE EAST (GREVIE ROAD OVERLAND TO THE NORTH (CLARKS DITCH)
WATER SERVICE:	PRIVATE WELL
ELECTRIC SERVICE:	P.G.&E.
GAS SERVICE:	P.G.&E.
TELEPHONE SERVICE:	AT&T
FLOOD ZONES:	06011C0850F, ZONE X AND ZONE A
GROSS AREA:	80.000 ACRES±

LEGEND:

- PP —POWER POLE
- —(OH)E— — — OVERHEAD ELECTRICAL
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT OF WAY
- EDGE OF PAVEMENT

0 100 200 400

LM SCALE: 1"=200'

LICENSED LAND SURVEYOR CHRISTOPHER W. LERCH L.S. 7906 STATE OF CALIFORNIA

TENTATIVE PARCEL MAP
FOR
KALFSBEEK LIVING TRUST

LOCATED IN A PORTION OF SECTION 20 TOWNSHIP 13 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN COLUSA COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 1 OF 1 APRIL 27, 2023

X:\LAND PROJECTS\3749-3\DWG\3749-3_TPM.DWG

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the Recordation of Parcel Map 23-6)

Attachment #1

EXHIBIT "B"

Tentative Parcel Map Conditions for Travis Roberts (Kalfsbeek Living Trust) TPM (PD 23-6), Tentative Parcel Map subdividing an existing 80.0± acre property into two, 40.0± acre parcels.

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map (PD 23-6) submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.

2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.

3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.

4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.

5. A Conditions of Approval Section shall be included on the Parcel Map recordation cover page which states that the Conditions of Approval required for the development of the parcels created by the parcel map shall be completed in accordance with the conditions approved by the Planning Commission on said approval date. This notice shall also state that the Conditions of Approval are on file with the Colusa County Community Development Department and shall identify the applicable Resolution Number, and specifically reference the performance standards of the applicable zoning district. The final wording of this section shall be subject to the Community Development Director's review and approval prior to final map recordation.

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.

Attachment: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Environmental Health

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

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

Public Works

9. Prior to the issuance of any building permits, all weather access driveways shall be constructed to the building site, conforming to County standards and local fire department requirements.

10. Any work within the County Road right-of-way shall require an encroachment permit.

11. All existing and proposed easements shall be shown on the final Parcel Map.

12. Applications for future development are subject to the requirements of Chapter 33, Flood Damage Prevention, of the Colusa County Code if the project is located in FEMA Flood Zone.

Arbuckle/College City Fire District

13. Prior to issuance of building permits, applicants shall comply with the requirements of the Arbuckle/College City Fire District.

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: Attachment #1 Commission Resolution 23-003 Approving TPM PD-23-6 and Staff Report (9505 : Resolution Approving the

Attachment #1

COLUSA COUNTY Pioneer Review
430 Market Street, Suite G, Colusa, CA 95932
(530) 458-4141

Draft Proof

COUNTY OF COLUSA
547 MARKET ST., STE 102
COLUSA, CA 95932

NOTICE DESCRIPTION

Notice of Public Hearing
Tentative Parcel Map for Travis Roberts
(Kalfsbeek Living Trust) (PD-23-6)

RUN DATES

07/20/2023

This is not an affidavit of publication.
You will receive the signed
affidavit of publication
within 5-days of publication date.

COUNTY OF COLUSA
PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Planning Commission will conduct a Public Hearing on Wednesday, August 2, 2023 at 9:00 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

Tentative Parcel Map for Travis Roberts (Kalfsbeek Living Trust) (PD-23-6) - Proposed Resolution of the Planning Commission to adopt CEQA Exemptions and approve a Tentative Parcel Map to divide an existing 80.0+/- acre property into two, 40.0+/- acre parcels. The project site is located at the northwest corner of Grevie Road and Eddy Road (437 Grevie Road), and approximately 2.25 miles southeast of the Community of College City (APN 022-150-022).

The Planning Commission will consider exemptions from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations (CEQA Guidelines) Section 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this project may have a significant effect on the environment.

Documentation and information regarding the project may be obtained at the Community Development Department, 1213 Market Street, Colusa, CA 95932, (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, 1213 Market Street, Colusa, CA 95932, (530)458-0480, or by e-mail at sgeiger@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 95932, (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 at the public hearing described in this notice, or in written correspondence delivered at, or prior to, the public hearing.

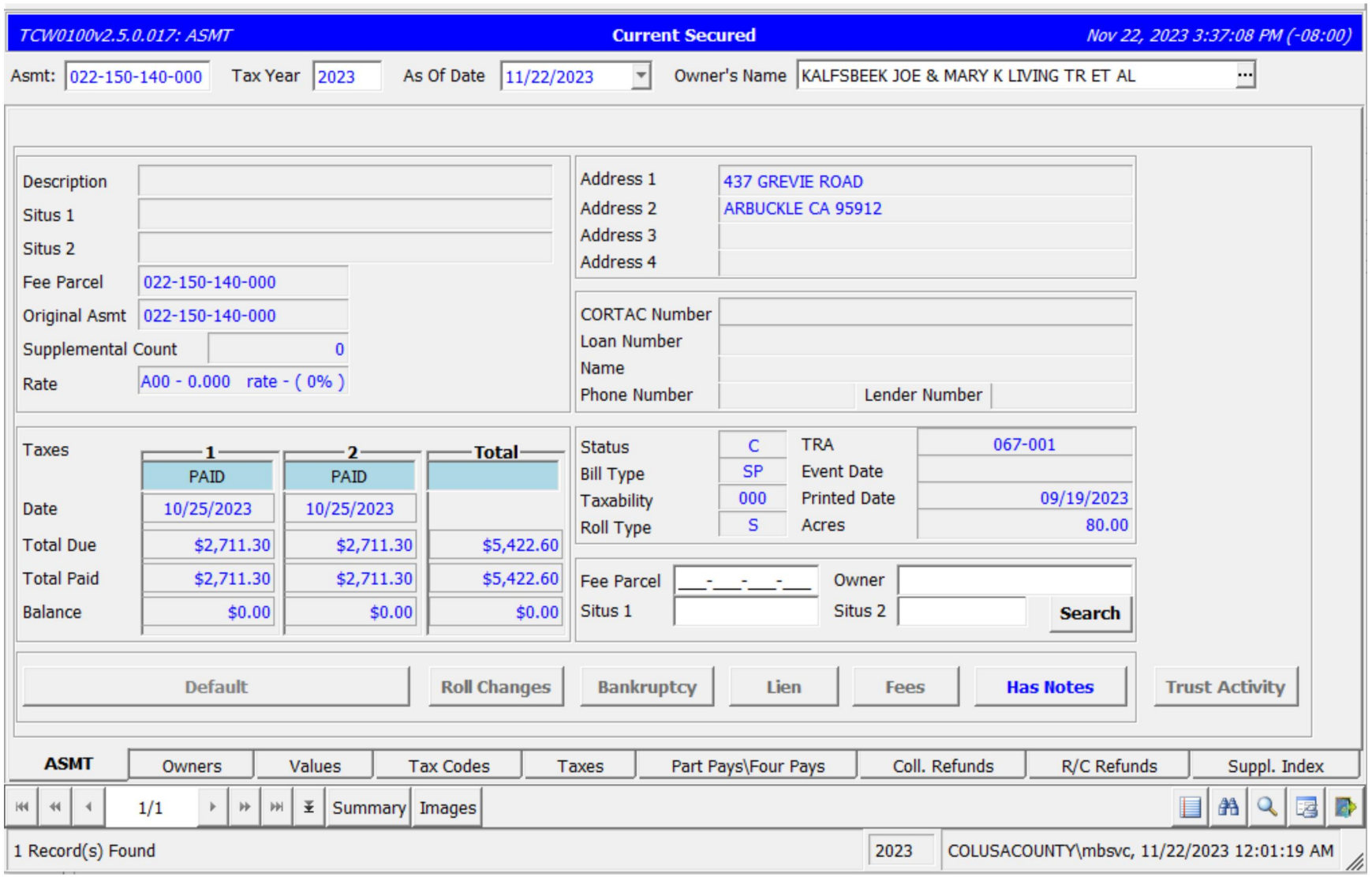
Dated: July 17, 2023

/s/ Melissa Kitts, Deputy Clerk

07/20/2023 - CCPR # 2023-0461

PROOF • DRAFT PROOF • DRAFT PROOF • DRAFT

Attachment #2
Taxes Paid Receipt



Attachment: Attachment #2 Taxes Paid Receipt (9505 : Resolution Approving the Recordation of Parcel

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

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

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

Detailed Description/Background of request

This is an Agreement between the County of Colusa Department of Health and Human Services and Chico State Enterprises for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Nutrition Education and risk-screening services are also provided under this program, as well as a comprehensive nursing assessment. Funding for these services is granted to the Research Foundation and then subcontracted to local entities for direct service provision to county residents. Under the terms of the agreement, the County of Colusa Health & Human Services will serve 5,753 Congregate Meals and 16,551 Home Delivered Meals.

Since 2022, Colusa County Department of Health and Human Services works closely with Ministerial Association of Colusa County (MACC) to provide congregate and home delivered meals to the residents of Colusa County.

The total award of this Subcontract is $141,776 to through the 6/30/2024.

Prior Board Action

C21-012, C21-214, C22-061, C23-027

Fiscal Impact/Funding Source
The total amount of this revenue agreement is $141,776 for food assistance. No impact on County General Fund.

Action for the Clerk
Please obtain signatures on Subcontract (Agreement AP 2324-03-S008), form CDA 1024, form CDA 9026, and form CCC 04-2017 and return signed copies in pdf format to Skye Gebhart at sgebhart@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email.
In addition, please include Certificate of Insurance, as per Article XI in Exhibit D.

ATTACHMENTS:

- PE AP 2324-03 S008 Colusa DHHS (PDF)
- CDA 9026 (PDF)
- CDA 1024 (PDF)
- CCC-04-2017 (PDF)

SUBCONTRACT

SUBCONTRACT NUMBER	AMENDMENT NO.
AP 2324-03 S008	
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor**, and

SUBCONTRACTOR'S NAME, **Colusa County Department of Health & Human Services** hereafter **called Subcontractor**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence **7/1/2023** and will end **6/30/2024**. The maximum amount of this Subcontract is **$141,776** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	$ 37.938	$ 22.879
State General Fund	$ 12,050	$ 61,220
State GF Augmentation	$ 0	$ 0
NSIP	$ 2,932	$ 4,757
Total Groups	**$ 52,920**	**$ 88,856**
Grand Total	**$141,776**	

Subcontractor agrees to provide Nutrition (Transportation not included) services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

Exhibit A1 - Scope of Work
Exhibit A2 - Scope of Services – Nutrition
EXHIBIT A3 – Scope of Services Transportation (not included)
Exhibit B1 - Budget to be provided by Subcontractor
Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Additional Provisions

CONTRACTOR	SUBCONTRACTOR
CHICO STATE ENTERPRISES	**Colusa County Department of Health & Human Services**
BY: (AUTHORIZED SIGNATURE)	BY: (AUTHORIZED SIGNATURE)
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 mbently@csuchico.edu	ADDRESS/E-MAIL

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit A1
Scope of Work
Colusa County Department of Health & Human Services

ARTICLE I. PROGRAM DEFINITIONS

Definitions Specific to Title III Programs

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

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

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

      (1) Any older individual.

      (2) The spouse of any older individual.

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

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

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

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

9. **One-Time-Only Funds** means:

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

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

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

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

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

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

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

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

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

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

13. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

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

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

16. Nutrition Education means an intervention Targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

.

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

8. Facilitate CSE's subcontracting process.

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

10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved.

11. CSE must follow up and ensure that Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.

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

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

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

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

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

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

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

16. Provide program information and assistance to the public.

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

c. Senior Center, 1335 Myers Street, Oroville, CA 95965

d. Williams Community Church, 315 9th Street, Williams, CA 95987

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

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

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

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

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

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

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

l. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055

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

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

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

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

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

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

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include Same-sex spouses and marriages legally entered into as described herein. [1 USC 7 - Section 3 of the Defense of Marriage Act.

25. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

EXHIBIT A2 - SCOPE OF SERVICE
Colusa County Department of Health & Human Services

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

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

   a) Subgrantee will provide 5,753 congregate meals at nutrition sites in Colusa County from July 1, 2023 through June 30, 2024.

   b) Subgrantee will provide 16,551 home-delivered meals in Colusa County from July 1, 2023 through June 30, 2024.

2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.

   a) Subgrantee will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.

   b) Subgrantee will provide a minimum of one in each quarter of the grant year.

   c) Subgrantee will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.

   d) Not more than $3,750 shall be budgeted for this activity.

3. In-Service Training: Subgrantee will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

4. Food Safety Certification: Subgrantee will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.

5. Nutrition Risk Assessment: Subgrantee will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subgrantee will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subgrantee shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

7. Monitoring of Home-Delivered Routes: Subgrantee will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

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

9. Subgrantee will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

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

10. Subgrantee will serve the geographic area of Colusa County. Nutrition services will be available at a minimum, in Colusa.

B. TARGET POPULATION OBJECTIVES

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Target Population in Greatest Social and Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	20
New Low Income	4	8
New Minority	7	14

C. REPORTING

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

2. Budget must make provision for payment of database usage to RTZ.

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

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

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

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

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to $1/12^{th}$ of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subgrantee may request an advance of up to $1/12^{th}$ of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

2. At closeout, Subgrantee shall be compensated by Agency for all eligible senior meal expenses to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.

3. The total compensation for congregate to Subgrantee shall not exceed the maximum available funding of $49,988.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of $84,099.
5. The total NSIP award will be available not to exceed $2,932 for congregate and $4,757.00 for home-delivered for a total of $7,689.

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

E. EQUIPMENT PURCHASE
Equipment purchase must be on the budget and approved before purchase.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit B1
Sub-Contractor Budget Detail
(III C1)

IIIC1: CONGREGATE NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) (X) Original Budget ( ) Revision No. ___ Date: 8/30/2023
Fiscal Year: 2023-2024

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$5,494			$3,009		$892		$1,593	
(2) Travel/Training	$60							$60	
(3) Equipment*	$0								
(4) Subcontracts	$14,395							$14,395	
(5) Catered Food	$22,523	$22,523							
(6) Raw Food	$0								
(7) Other Costs	$27,122			$27,122					
(8) Total Direct Costs	$69,595	$22,523	$0	$30,132	$0	$892	$0	$16,049	$0
(9) Indirect Costs	$6,959			$6,959					
(10) Total Cash/In-Kind	$76,554	$22,523	$0	$37,091	$0	$892	$0	$16,049	$0
(11) TOTAL ALL COSTS	$76,554	$22,523		$37,091		$892		$16,049	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$2,932	$2,932	
(13) Non-Matching	$0		
(14) Matching	$23,634	$22,734	$900
(15) Grant Related Income	$0		
(16) State GF IIIC1 Funds**	$12,050	$12,050	
(17) Federal IIIC1 Grant Funds***	$37,938	$37,938	
(18) TOTAL FUNDING	$76,554	$75,654	$900

Cost/Meal by Activities	$	%
(18) Meals	$5.50	29.42%
(19) Program Mgmt.	$9.06	48.45%
(20) Nutrition Educ	$0.22	1.16%
(21) Other	$3.92	20.96%
(22) TOTAL	$18.69	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$1.34	7.18%
(24) Travel/Training	$0.01	0.08%
(25) Equipment	$0.00	0.00%
(26) Consultants	$3.52	18.80%
(27) Catered Food	$5.50	29.42%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$6.62	35.43%
(30) Indirect Costs	$1.70	9.09%
(31) TOTAL	$18.69	100%

Match (10.53% Minimum): 31%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.72	3.83%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$5.77	30.87%
(35) Grant Related	$0.00	0.00%
(36) Title III Grant	$12.21	65.30%
(37) TOTAL	$18.69	100%

Contracted # of Meals:
4095

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field
*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit B1
Sub-Contractor Budget Detail
(III C2)

IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET

Agency: Colusa County DHHS
Budget Period: July - June (12 months) (X) Original Budget ( ) Revision No. ___ Date: 8/30/2023
Fiscal Year: 2023-2024

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$24,115			$9,458		$2,802		$11,855	
(2) Travel/Training	$190							$190	
(3) Equipment*	$0								
(4) Subcontracts	$45,243							$45,243	
(5) Catered Food	$52,638	$52,638							
(6) Raw Food	$0								
(7) Other Costs	$11,311			$11,311					
(8) Total Direct Costs	$133,496	$52,638	$0	$20,769	$0	$2,802	$0	$57,287	$0
(9) Indirect Costs	$13,350			$13,350					
(10) Total Cash/In-Kind	$146,846	$52,638	$0	$34,118	$0	$2,802	$0	$57,287	$0
(11) TOTAL ALL COSTS	$146,846	$52,638		$34,118		$2,802		$57,287	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$4,757	$4,757	
(13) Non-Matching	$0		
(14) Matching	$57,990	$57,090	$900
(15) Grant Related Income	$0		
(16) State GF IIIC2 Funds**	$61,220	$61,220	
(17) Federal IIIC2 Grant Funds***	$22,879	$22,879	
(18) TOTAL FUNDING	$146,846	$145,946	$900

Cost/Meal by Activities	$	%
(18) Meals	$4.09	35.85%
(19) Program Mgmt.	$2.65	23.23%
(20) Nutrition Educ	$0.22	1.91%
(21) Other	$4.45	39.01%
(22) TOTAL	$11.41	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$1.87	16.42%
(24) Travel/Training	$0.01	0.13%
(25) Equipment	$0.00	0.00%
(26) Consultants	$3.52	30.81%
(27) Catered Food	$4.09	35.85%
(28) Raw Food	$0.00	0.00%
(29) Other Costs	$0.88	7.70%
(30) Indirect Costs	$1.04	9.09%
(31) TOTAL	$11.41	100%

Match (10.53% Minimum): 39%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.37	3.24%
(33) Non-Matchin	$0.00	0.00%
(34) Matching	$4.51	39.49%
(35) Grant Relate	$0.00	0.00%
(36) Title III Grant	$6.53	57.27%
(37) TOTAL	$11.41	100%

Contracted # of Meals: 12870

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P
** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field
*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit B2

Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

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

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

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

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

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

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

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

B. Accountability for Funds

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

2. Financial Management Systems

   Subcontractor shall meet the following standards for its financial management systems, as

   stipulated in 2 CFR 200.302 and 45 CFR 75.302:

   a. Financial Reporting.

   b. Accounting Records.

   c. Complete Disclosure.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

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

D. Funding Contingencies

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

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

3. Limitation of Liability of CSE and/or State

Payment for performance by the Subcontractor shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subcontract, approval by CSE of Subcontractor's budget, and approval by the State of CSE's itemized Area Plan Budget incorporating Subcontractor's budget.

No legal liability on the part of the State nor the CSE may arise under this Subcontract until funds are made available, Subcontractor's budget has been received and approved by CSE, the State has approved CSE's itemized Area Plan Budget incorporating Subcontractor's budget, and Subcontractor has received an executed Subcontract.

4. Funding Reduction(s)

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

(2) Some subcontracts may be reduced by a greater amount than others, and

(3) CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

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

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

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

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

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

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

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

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

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

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

2. Fringe Benefits.

3. Contractual Costs – subcontract and consultant cost detail.

4. Indirect Costs.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

5. Rent - specify square footage and rate.

6. Supplies.

7. Equipment - detailed descriptions and unit costs.

8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.

9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

10. Other Costs - a detailed list of other operating expenses.

D. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

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

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

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

B. One-Time Only (OTO) Funds

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

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

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

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

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

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

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

C. Matching Contributions

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

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

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

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

D. Matching Requirements

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

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

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

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

E. Equipment

Equipment /Property with per unit cost over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CSE. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS

A. Title III B and III C Programs

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

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

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

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

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the **lesser** of (1) the Subcontractor's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

or (2) the maximum subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum subcontract baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by CSE.

ARTICLE VI. CLOSEOUT

A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 26, 2024.

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit C
General Terms and Conditions

1. **Approval**

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

2. **Amendment**

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

3. **Conflict of Interest**

A. Conflict of Interest

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

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

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

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

B. Evaluation

a) If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

b) If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an extension of the timeline indicated herein.

4. **Audit**

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

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

5. **Use of Name and Publicity**

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

6. **Notices**

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

7. **Subject Headings**

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

8. **Force Majeure**

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

9. **Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes.

The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

respect to this section, "contract" means this Subcontract Agreement; "Contractor" means Subcontractor; and "subcontract" means sub-subcontract.

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

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

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

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

10. **Governing Law**

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

11. **Severability**

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

12. **Entire Agreement**

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit D
Special Terms and Conditions

Agency (Required for federal funding source)	**Prime Agreement Number/Date** (if available)	If **Federal, CFDA Number**	**Is prime award R&D? (yes/no)**
U.S. Department of Health and Human Services, Administration for Community Living	AP-2324-03	93.044 93.045 93.053	No

ARTICLE I. **DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

A. General Definitions

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

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

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

14. "USC" means United States Code.

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

16. "OAA" means Older Americans Act.

B. Resolution of Language Conflicts

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

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

2. The HHS Grant Terms and Conditions.

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

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

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

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

7. Program memos and other guidance issued by CDA.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

ARTICLE II. ASSURANCES

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

Subcontractor agrees to administer this Subcontract Agreement in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and

hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

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

3. California Civil Rights Laws

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

The California Civil Rights Laws Certification ensures Subcontractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code§ 51) and the Fair Employment and Housing Act

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

(Cal. Gov. Code§ 12960) and ensures that Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

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

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

D. Standards of Work

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

E. Conflict of Interest

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

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

F. Covenant Against Contingent Fees

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

J. Debarment, Suspension, and Other Responsibility Matters

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

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

   b. Have not, within a three-year period preceding this Subcontract Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public

      transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

K. Agreement Authorization

I. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity,

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

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

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

L. Contractor's Staff

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

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

M. Corporate Status

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

2. Subcontractor shall ensure that any sub-Subcontractors providing services under this Agreement shall be of sound financial status.

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

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

N. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

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

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

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

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

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

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

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

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

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub Subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable 0MB Circular.

L. Subcontractor shall utilize procurement procedures as follows:

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

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

ARTICLE VI. RECORDS

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

C. If this Subcontract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.

Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement and are returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE and/or CDA.

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

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

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

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

ARTICLE VII. PROPERTY

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

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

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

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

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

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

1. Date acquired.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

G. Disposal of Property

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

2. Once approval for disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

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

2. For another (DA-funded program.

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING AND EVALUATION

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

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

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

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

ARTICLE X. AUDIT REQUIREMENTS

A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends $750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly 0MB Circular A-133]. A copy shall be submitted to:

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

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

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

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends $750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of [2 CFR §200.501- §200.521 [formerly 0MB Circular A-133] as summarized in Section D and E of this Article and 45 CFR 75.501-75.521 as summarized in section C and D of this Article.
2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

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

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

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

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

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

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

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

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

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

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

E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly 0MB Circular A-133] requirements:

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly 0MB Circular A-133 Compliance Supplement].

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

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

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

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

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

ARTICLE XI. INSURANCE

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

1. General liability of not less than $2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

   $750,000 if seating capacity is under 8

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

In the event Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

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

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

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

CSE may terminate performance of work under this Subcontract Agreement, in whole or in
part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The parties agree that if the termination of the Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

B. Termination for Cause

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

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

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

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

4. Failure to comply with reporting requirements.

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

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

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

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

9. The commission of an act of bankruptcy.

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

11. Subcontractor's organizational structure has materially changed.

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

C. Contractor's Obligation After Notice of Termination

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

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

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

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

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

D. Effective Date

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

E. Voluntary Termination

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

Subcontractor shall, at least seventy-five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period. In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

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

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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

ARTICLE XVI. NOTICES

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

ARTICLE XVII. CSE CONTACT

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

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Subcontractor, and its sub-Subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any

information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code§ 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. Subcontractor and its sub-Subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

2. Subcontractor and its sub-Subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. Subcontractor and its sub-Subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. Subcontractor and its sub-Subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

D. Security Awareness Training

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

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

E. Health Insurance Portability and Accountability Act {HIPAA)

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

F. Information Integrity and Security Statement

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

G. Security Incident Reporting

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

H. Security Breach Notifications

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

B. Rights in Data

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

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

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

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

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

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

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

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

c. Nature and importance of the services provided.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

d. Local or frequently used resources available to Subcontractor.

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

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

   a. Methodologies used.

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

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

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

B. Provision of Services

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

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

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

   c. Use of telephone interpreter lines.

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

C. Compliance Monitoring

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

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

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

D. Notice to Eligible Beneficiaries of Contracted Services

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Exhibit E
Additional Provisions

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS

A. General Assurances

Subcontractor shall assure that the following conditions are met:

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

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

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

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

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

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

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

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

   93.053 Nutrition Services Incentive Program.

   "Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs."

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

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

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

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

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

   d. Subcontractor will:

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

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

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

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

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

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

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

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

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

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

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

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

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

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

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

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

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

    c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.

17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. <u>Assurances Specific to Legal Service Providers (LSPs)</u>

In accordance with OAA § 731, Subcontractor shall assure that the following conditions are met:

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.

3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.

4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.

5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. **REPORTING PROVISIONS**

A. Subcontractor shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title I11-D programs in accordance with CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]

B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

C. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

D. Subcontractor shall have written procedures specific to each program which include:

1. Collection and reporting of program data for Sub-contractor.
2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to CSE.
3. Verification of data prior to submission to CSE.
4. Correction procedures.
5. Method for collecting and reporting:
   a. Total estimated unduplicated clients in each non-registered service.
   b. Total estimated unduplicated clients in all non-registered services.
   c. Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.

E. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. **APPEAL PROCESS**

A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.

B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE's final adverse determination relating to Title III programs, if applicable.

C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

D. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE and shall at a minimum include the following:

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new Contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to affect a safe transition of clients to other community service providers.

E. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.

F. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)

A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by CSE and/or CDA.

B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following

1. Time frames within which a complaint will be acted upon.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent. Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   b. "Substantial number" and "significant number" shall be determined by the AAA.

   c. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

      Complaints may involve, but not be limited to, any or all of the following:

      1) Amount or duration of a service.

      2) Denial or discontinuance of a service.

      3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

      4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

A. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)].

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

B. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.

2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.

3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).

4. If Subcontractor fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately. In the event of such termination, CSE shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subcontract Agreement.

5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of CSE.

6. Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural areas where such frequency is not feasible, and a lesser frequency is approved by CSE and CDA.

7. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

8. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subcontractor, its officers, employees, and agents.

9. CSE shall defend, indemnify, and hold harmless Subcontractor, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

Attachment: PE AP 2324-03 S008 Colusa DHHS (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name (Printed):	Federal ID Number:
Colusa County	94-6000508

By (Authorized Signature):

Printed Name and Title of Person Signing:
Wendy G. Tyler, County Administrative Officer

Date Executed:	Executed in the County and State of:
12/05/2023	Colusa

Indicate all California Department of Aging contracts your organization participates in:

- ☐ Area Plan (AP)
- ☐ Financial Alignment (FA)
- ☐ HICAP (HI)
- ☐ MIPPA (MI)
- ☐ MSSP (MS)
- ☑ SNAP-Ed (SP)
- ☐ Title V (TV)

Attachment: CDA 9026 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

Attachment: CDA 1024 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

☑ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Wendy G. Tyler, Colusa County County Administrative Officer
Contractor/Vendor Printed Name and Title

	12/05/2023
Contractor/Vendor Signature	Date
CDA Program/Project	Contract Number

Attachment: CDA 1024 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Colusa County	94-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Wendy G. Tyler, County Administrative Officer

Date Executed	Executed in the County of
12/05/2023	Colusa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: CCC-04-2017 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Attachment: CCC-04-2017 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

Attachment: CCC-04-2017 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: CCC-04-2017 (9477 : Senior Nutrition Subcontract Agreement with Chico State Enterprises)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Health and Human Services

FROM: Elvert Richardson

SUBJECT: **Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 5 and Housing Navigation and Maintenance Program (HNMP), Round 2.**

Adopt Resolution accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 5 and Housing Navigation and Maintenance Program (HNMP), Round 2

Detailed Description/Background of request

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

Prior Board Action

Approval of Resolution accepting allocation of funds from the Transitional Housing Program (THP), Round 4.

Fiscal Impact/Funding Source

$13,320 in THP Round 5 & $7,371 in HNMP Round 2 from the California Department of Housing & Community Development. No cost to the County.

Action for the Clerk

Following execution of the agreement please return a copy to DHHS to obtain HCD signatures.

ATTACHMENTS:

- Colusa THP-Round5-HNMP-Round2 Acceptance Resolution 23-24 (DOCX)

Transitional Housing Program (THP) Round 5 and Housing Navigation and Maintenance Program (HNMP) Round 2

Joint Allocation Acceptance Resolution for Counties

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF Colusa, STATE OF CALIFORNIA

IN THE MATTER OF: ROUND 5 TRANSITIONAL HOUSING PROGRAM AND ROUND 2 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM RESOLUTION NUMBER: _____

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 5 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 2 OF THE HOUSING NAVIGATION AND MAINTENACE PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance Form, dated October 19, 2023 under Round 5 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (the "THP Allocation Acceptance Form").

WHEREAS, the Department issued an Allocation Acceptance Form, dated October 19, 2023 under Round 2 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2023 (Chapter 12 of the Statutes of 2023) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (the "HNMP Allocation Acceptance Form").

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms".

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

WHEREAS, the County of Colusa ("County") may be listed as an eligible applicant in Allocation Acceptance Form, dated October 19, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County

Attachment: Colusa THP-Round5-HNMP-Round2 Acceptance Resolution 23-24 (9482 : Resolution Accepting California HCD Funding for

of Colusa does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount not to exceed $13,320 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department but not to exceed $26,640.00.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount not to exceed $7,371.00 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program , the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed $14,742.00.

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

SECTION 6. That the Director of the County of Colusa Department of Health & Human Services, or the County of Colusa Chief Administrative Officer, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and

Attachment: Colusa THP-Round5-HNMP-Round2 Acceptance Resolution 23-24 (9482 : Resolution Accepting California HCD Funding for

any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

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

SECTION 8. That County has the discretion to accept any or all of the THP and HNMP program funds that it has been awarded .

PASSED AND ADOPTED this _____ 5th day of December, 2023, by the following vote:

AYES _____

NOES _____

ABSTENTIONS _____

ABSENT _____

By: _____
Kent S. Boes, Chair
County of Colusa Board of Supervisors

Attachment: Colusa THP-Round5-HNMP-Round2 Acceptance Resolution 23-24 (9482 : Resolution Accepting California HCD Funding for

STATE OF CALIFORNIA

County of Colusa

I, Ann Nordyke, County Clerk of the County of Colusa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this 5th day of December, 2023

Ann Nordyke
Clerk of the County of Colusa, State of California

By: _____
Ann Nordyke, Chief Board Clerk

Attachment: Colusa THP-Round5-HNMP-Round2 Acceptance Resolution 23-24 (9482 : Resolution Accepting California HCD Funding for

COUNTY OF COLUSA, CA 2.10

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

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

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

Detailed Description/Background of request

The current ordinance governing the issuance of encroachment permits for County Roads does not include provisions for special events. These types of requests are approved by the Board of Supervisors. The Department has received and reviewed the request and is recommending the board authorize the Director of Public works to issue the encroachment permit with standard permit conditions for the Huffmaster Hopper Bicycle Race. This is an annual event held within the County.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

ATTACHMENTS:

- 2024 Colusa County Dept of Public Works (USAC Permit 8106) (PDF)
- 2023 Sample COI (PDF)
- E-4695 DRAFT (PDF)

Attachment: 2024 Colusa County Dept of Public Works (USAC Permit 8106) (9440 : Approve Road Closure of a section of Sutton Road for

October 17, 2023

Colusa County Department of Public Works
ATTN: Horacio Lopez, Engineer Tech I
1215 Market Street
Colusa, CA 95932

Mr. Lopez,

I am writing to inform you that Miguel Crawford is a race director in good standing with USA Cycling. Mr. Crawford has recently asked USA Cycling to provide a certificate of insurance for the Huffmaster Grasshopper gravel ride on February 24, 2024, to help facilitate the permitting process with Colusa County Department of Public Works. Currently we cannot provide a certificate--our current policy is annual and expires prior to the date of Mr. Crawford's event in 2024. We have already begun the renewal process with our current insurance provider and anticipate a renewed policy with similar coverage. Once the 2024 policy is finalized, we will issue certificates of insurance as requested. I anticipate that certificates will begin being issued around the middle part of December for upcoming 2024 events.

We are providing a sample certificate that defines coverages, attached here. Once our 2024 policy is bound, we will issue the same certificate to Mr. Crawford for all entities associated with his event that require coverage.

This event has been permitted with USA Cycling in prior years, and we do not foresee any obstacles for the 2024 event. Please feel free to contact me if you need additional information regarding our insurance. You can contact me by phone at 805-452-7565 or by email at tblack@usacycling.org.

Regards,

TRISH BLACK | Director of Event and Customer Service
USA Cycling
805-452-7565 | tblack@usacycling.org

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: SAMPLE PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Texas Insurance Company — 16543
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		XXXXXXXXXXXXXXXXXXXXXXX	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 1,000,(
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,(
							MED EXP (Any one person)	$ Exclu
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	X OTHER: Per Event							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job XXXX-XXXX

ES-40103A-NAC (10/22) - SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage t all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for t specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense. Please s

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
NAME ADDRESS CITY, STATE, ZIP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAMPLE

Attachment: 2023 Sample COI (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fairly Consulting Group, LLC	USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
attached endorsement CG 20 26 (4/2013).

Event Number: XXXX-XXXX
Event Name: XXXXXXXXXX
Event Location: XXXXXX, XX
Event Date(s): XX/XX/XXXX

SAMPLE

Attachment: 2023 Sample COI (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization if required by an insured contract provided such contract was executed prior to the occurrence or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

Attachment: 2023 Sample COI (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

 © Insurance Services Office, Inc., 2012

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

1215 Market Street, Colusa, California 95932
(530) 458 - 2035 | Fax
(530) 458 - 0466 | Phone
dpwpermits@countyofcolusa.com
www.countyofcolusa.com

Office Use Only	
Notes:	
FEE	
PERMIT #	[redacted]

ENCROACHMENT PERMIT APPLICATION

REAL PROPERTY OWNER NAME:	Hopper Adventures, LLC						
Owner Mailing Address:	7249 Witter Road	City:	Sebastopol	State:	California	Zip Code:	95472
E-Mail Address:	migchapulin@gmail.com	Phone Number:	707-266-3472	Fax Number:			
AGENT'S NAME:	Miguel Hopper						
Agent Address:	7249 Witter Road	City:	Sebastopol	State:	California	Zip Code:	95472
E-Mail Address:	migchapulin@gmail.com	Phone Number:	707-266-3472	Fax Number:			
ADDRESS OR LOCATION OF WORK TO BE PERFORMED:	515 Sites Maxwell Rd	City:	Maxwell	State:	California	Zip Code:	95955
DESCRIPTION OF WORK/PROJECT:	Attach Maps & Plans	Requested Start Date:	Saturday, February 24, 2024	Anticipated Completion Date:	Saturday, February 24, 2024		

Bicycle race with both a long and shorter "mini" route starting and finishing at Maxwell High School, Colusa County. Anticipating 250-300 total participants. Event seeks to close Sutton Road between Finks Road and Sites Maxwell Rd for the duration of the event (9 am - 5 pm) as was successfully done during the 2023 event.

Please see attached detailed event description and route maps, including proposed road closure, for complete details. Separate encroachment permit application has been submitted to Glenn County for use of roads within their jurisdiction. Similar event was successfully held under both Colusa and Glenn County permits for past few years.

California Highway Patrol (CHP) is being contracted to assist with traffic control at key intersections.

The undersigned hereby requests permission to excavate, construct, and/or otherwise encroach within the County Road Right of Way by performing work specifically as outlined above. By signing this form the Permittee Agrees to hold the County harmless for any damage arising from the performance of work subject to this permit and to indemnify the county for any and all costs arising from Permitee's actions associated with this permit.

Property Owners must sign the Permit Application unless a Letter of Agency authorizing the agent to act on behalf of the property owner is submitted with the Permit Application. Form letters are available at the County website or by contacting the Department of Public Works.

Letter of Agency Attached: ☐ YES ☑ NO

PERMITEE'S SIGNATURE: ☑ Owner ☐ Agent	Signature	Date	Print Name
	[signature]	August 24, 2023	MIGUEL CRAWFORD

The above requested permit is hereby approved. Approval is subject to compliance by applicant to "Permit Provisions" shown on page 2 hereof, approved plans, maps, and specifications, other local State and Federal Regulations and restrictions and conditions as outlined in "ATTACHMENT A".

Permit Effective Date:	Permit Termination Date:	Extension Granted:	Extension Expiration Date & Issuer Initials:
		☐ YES ☐ NO	

COUNTY OF COLUSA
Michael J Azevedo
Director of Public Works

By: _____
Permit Issuer Signature

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

PERMIT PROVISIONS

1. **NO ENCROACHMENT IS TO BE PLACED OR ANY WORK DONE WITHIN THE HIGHWAY RIGHT OF WAY WITHOUT FIRST OBTAINING A PERMIT FROM COLUSA COUNTY DIRECTOR OF PUBLIC WORKS.**

2. **PERMITTEE MUST GIVE ADVANCE NOTICE TO THE COUNTY AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING WORK AT COUNTY PHONE NO. 530-458-0466.**

3. **THIS PERMIT MUST BE AT THE JOB SITE WHENEVER WORK IS BEING PERFORMED.**

4. **COSTS:** All cost of work, placing or maintenance of any encroachment upon County road right of way, shall be at the sole expense of the permittee.

5. **NO PRECEDENT ESTABLISHED**: This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of permitting any certain kind of encroachment within the right of way of a County road.

6. **PROTECTION OF TRAFFIC:** Adequate provisions must at all times be made for the protection and safety of the workmen and traveling public. Construction area or work zone shall be barricaded with adequate signs and lights, and properly flagged during the day. The permittee shall conduct his operations in such a manner as to allow orderly movement of traffic at all times. No street or highway shall be closed to traffic at any time unless specifically authorized under "Restrictions and Conditions" as shown on the face of this permit.

7. **LIABILITY FOR DAMAGES:** The permittee shall be responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under this permit in regard to maintenance. In the event any claim of such liability is made against the County of Colusa, or any employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim.

8. **ALTERATIONS AND CHANGES**: The Director of Public Works reserves the right to order any changes at the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of the County road system, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions.

9. **CLEAN-UP OF RIGHT OF WAY:** Upon completion of work, all debris and excess earth material shall be entirely removed and the right of way left in as presentable condition as before the work started.

10. **MAINTENANCE:** The permittee agrees by the acceptance of this permit to immediately repair any damage to any portion of the County road as a result of the work done under this permit, including any and all damage to the County road which would not have occurred had such work not been done or such encroachment had not been placed.

11. **TREES:** No trees or shrubs within the road right of way shall be cut or trimmed unless specifically authorized. Dangerous trees shall be removed at the discretion of the Director of Public Works.

12. **DRAINAGE:** No work shall be done on the highway which interferes with the flow of water according to the official or natural grade and cross-section. Irrigation water must not be allowed to flow or stand in the roadsides or ditches along the highway.

13. **POLES AND LINES:** Erection, placement, or construction of any poles or lines within the County road right of way requires filing of maps or sketches showing the location of the proposed construction thereon with the Director of Public Works. No pole line shall be constructed at any location where in the opinion of the Director of Public Works it is considered unsafe for the travelling public using the roadway. No poles shall be placed at locations greater than three feet from the right of way line.

14. **EXCAVATION, BACKFILL & PAVING:** Placement or construction of any underground facilities whether temporary or permanent requires filing of maps showing the location thereon with the permit application. There shall be a minimum depth of cover of two feet above all subsurface facilities. No metal wheels or tracks will be allowed on any paved or oiled road surfaces. Any excavation of oiled or paved surfaces must be cut or jack-hammered to obtain straight lines. The upper 2' of backfill material must be placed in layers of 8" thickness or less and compacted to at least 95% in all roadside ditches, shoulders, and traveled ways, while other areas must be compacted to 90%. The upper 12" of backfill material must be Class 2 aggregate base or equal in all roadside ditches, shoulders, and traveled ways. Existing paved or oiled areas disturbed must be paved with not less than 2" of asphaltic pavement. All work must be performed in accordance with accepted construction practices.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

PERMIT CONDITIONS (ATTACHMENT "A")
TO
ENCROACHMENT PERMIT #E- 4695

NOTE: IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN ALL THE NECESSARY PERMITS FROM ANY OTHER AGENCIES AND TO BE IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS AND THESE CONDITIONS. PERMITTEE SHALL BE RESPONSIBLE FOR VERIFYING ALL RIGHT-OF-WAY AND PROPERTY LINES AND OBTAINING PERMISSION FROM ALL APPROPRIATE LANDOWNERS, DISTRICTS, ETC. NECESSARY TO PERFORM THIS EVENT.

1. NOTE ALL PROVISIONS ON THE REVERSE SIDE OF THIS PERMIT.

2. PERMITTEE SHALL COORDINATE WITH AND HAVE APPROVAL FROM THE LOCAL CALIFORNIA HIGHWAY PATROL AND SHERIFF'S OFFICE A MINIMUM OF 30 DAYS PRIOR TO THE SCHEDULED EVENT. COORDINATION SHALL INCLUDE DESIGNATING AN ON-SITE CONTACT PERSON AND ALTERNATE WHO SHALL BE PRESENT AND ACCOUNTABLE DURING THE EVENT. SAID CONTACT PERSON AND ALTERNATE SHALL BE AVAILABLE BY RADIO OR CELL PHONE TO ALL LAW ENFORCEMENT PERSONNEL. ALL PEOPLE ASSISTING IN THE COORDINATION OF THE EVENT SHALL HAVE VISIBLE AND DISCERNABLE CLOTHING DURING THE EVENT WHICH HAVE BEEN PREVIOUSLY APPROVED BY THE CALIFORNIA HIGHWAY PATROL.

3. THE CALIFORNIA HIGHWAY PATROL MAINTAINS THE AUTHORITY TO MODIFY THE TERMS OF THIS PERMITTED EVENT IN THE INTEREST OF PUBLIC SAFETY.

4. ISSUANCE OF PERMIT IS CONTINGENT UPON RECEIPT OF CURRENT INSURANCE

5. EVENT COORDINATOR AND ALL PARTICIPANTS SHALL ADHERE TO ALL TRAFFIC LAWS.

6. ALL TEMPORARY STRUCTURES (I.E. SHADE STRUCTURE, TABLES) AND VEHICLES SHALL REMAIN A MINIMUM OF 10' FROM THE EDGE OF ROAD.

7. PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS AND TRAFFIC CONTROL. ALL SIGNS SHALL BE IN PLACE A MINIMUM OF 10 MINUTES PRIOR TO THE START OF THE EVENT. SIGNS MAY BE AVAILABLE FROM THE COLUSA COUNTY ROAD DEPARTMENT. CONTACT LARRY HARRIS AT 473-5301 OR 682-9070 FOR INFORMATION.

8. PERMITTEE SHALL NOTIFY THE LOCAL FIRE DEPARTMENT AND AMBULANCE SERVICE OF THE TIME AND LOCATION OF EVENT.

9. PERMITTEE SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS NAMING COLUSA COUNTY AS A CERTIFICATE HOLDER. THE MINIMUM INSURANCE REQUIREMENT SHALL BE $2,000,000 GENERAL LIABILITY FOR EACH OCCURRENCE.

10. ALL LITTER AND DEBRIS SHALL BE REMOVED FROM THE COUNTY RIGHT OF WAY UPON COMPLETION OF EVENT.

11. THE DRINKING AND DISPLAY OF ALCOHOLIC BEVERAGES OF ANY KIND IS PROHIBITED DURING THE EVENT.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Encroachment Permit Application - Special Events

Submitted by: **Hopper Adventures, LLC**

Event: **Huffmaster Bicycle Ride**
Date: **February 24, 2024**

Event Overview: The Huffmaster Hopper is a group bicycle ride that raises funds for the nonprofit Adventure Therapy Foundation, which works to minimize the emotional side effects of cancer. The ride provides two route options for participants:

Option #1 "Huffaster": 90 miles with 4,886 feet ascent
Option #2 "Mini-Huffaster": 55 miles with 3,245 feet ascent

All riders will register at Maxwell High School, Colusa County starting at 7:30 am and waves of participants will be released to ride the route starting at 10:00. Participants have the option to ride either Option #1 or #2 with both routes finishing on Sutton Road slightly before Maxwell Sites Road. Fastest riders will finish in around four (4) hours while slowest riders will finish in approximately seven (7) hours. All riders will be off the course by no later than 3:30 pm.

Option #1 Longer Route "Huffmaster": Start **-** Maxwell High School - Turn right onto McDermott Road - Turn left onto W Glenn Rd - Turn right onto Co Rd D - Turn left onto Co Rd 60 - Turn right onto Rd B - Turn right onto Rd 59 - Rd 59 turns slightly left and becomes Rd BB - Turn left onto CA-162 W - Turn left onto Rd 302 - Turn left onto Rd 303 - Turn left to stay on Co Rd 303 - Rest Stop #1 - Turn left onto Co Rd 401 - Turn right onto Sites Lodoga Rd - Continue onto Leesville Lodoga Rd - Left onto Leesville Rd - Slight left onto Huffmaster Rd - Turn right onto Maxwell Sites Rd - Turn right onto Mills Orchard Rd - Turn left onto Finks Rd - Turn left onto Sutton Rd - Finish slightly before Maxwell Sites Rd - Roll back to parking

Option #2 Shorter Route "Mini-Huffmaster": Start **-** Maxwell High School - Turn right onto Sites Lodoga Rd. - Continue onto Leesville Lodoga Rd - Turn Left onto Leesville Rd - Rest Stop -Turn left onto Huffmaster Rd - Turn right onto Maxwell Sites Rd - Turn right onto Mills Orchard Rd - Turn left onto Finks Rd - Turn left onto Sutton Rd - Finish slightly before Maxwell Sites Rd - Roll back to parking

Maps of both routes are attached indicating the location of rest stops.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

# of Participants & Spectators: Max 400 total participants with approximately 75% of all participants riding Option #1, the longer route. Approximately ten individuals will be working at the event to staff the support stops and manage the finishing riders at the two finish areas. No spectators are anticipated along the route.

Duration of Event: Registration is from 6:30 until 8:30 am and then riders will be sent off starting at 9:00 am.The fastest riders will finish Option #1 in around four and half (4.5) hours while slowest riders will finish in approximately seven (7) hours. The time required to finish the shorter route will be less than the longer route. A "cut-off" time at 1:45 pm will be strictly enforced at the intersection of County Road 401 and Sites Lodoga Road to ensure that any riders reaching this spot are prevented from continuing along Option #1 route; riders not reaching this spot by the cut-off time will be sent back to the finish via Sites Lodoga Road.

Start/Finish/Parking/Staging: Registration will take place at Maxwell High School and participant parking will be provided both at the high school and at the parking lots off Oak Street. Small groups of riders will begin the course leaving from the high school and proceed onto the route. The finish will be on Sutton Rd shortly before Maxwell Sites Rd to avoid conflicts with vehicles. Upon crossing the finish, riders will roll back to their vehicles.

Rules Overview: The rules are clearly provided on the event website and in an email sent to all registered riders. The email will include a short video in which the event founder provides an overview of the route and the rules for all participants. The following rules are provided to all participants:

> DO NOT CROSS THE YELLOW LINE: Do not cross the yellow line. (Or the invisible middle of the road) Do not cross the yellow line. Do not cross the yellow line. Did you catch that? Do not cross the yellow line. At times early on the pace may slow and the group will swell, but that doesn't give you license to cross that line. Stay in one lane. Oh, and when there is NO yellow line…stay to the right! We have a permit to use the road but not break the law. All riders are required to ride within the rules of the road at all times.
>
> DON'T RIDE OR PASS LIKE A MORON: The Grasshopper Adventure Series rides are designed to push riders to their limits. It would be easy to design a loop in our back yard that would be nearly un-doable. We have crafted just the right combination of folds and undulations on snippets of Sonoma County Certified Ribbon Roads to bring you to the edge but not shove you off. The day is about adventure and camaraderie; not a podium spot. If you are not sure of your fitness, ability or course my suggestions are: 1. Notch 'er down a couple. Remember smooth before fast. 2. Do your homework and be familiar with the course. 3. Make sure you have everything you need to get you home. (2 tubes,

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

tire boots, CO2 AND a pump, food, H2O, warm clothes or rain cape for cold wet days, course map or GPS, space blanket and lucky (fake) rabbit's foot. 4. Make new friends but keep the old one silver and the other gold…locals know the rides.

Obey all traffic laws. The course is open. It is always best to pre-ride but we will have a route print out ahead of time and our super-cool Hopper laminates to help you out. There will be marshals helping you to stay on course but not at every intersection. They will not be directing or stopping traffic. Always expect cars around tight corners–they will be there. These roads are USED by locals and will be on the road.

Make sure you STAGE in the group that fits your fitness. Look around–is this the group of buddies who you usually hang with?

Course Markings: Riders must download the GPS route for use on their personal cycling computer. By providing these directions, we do not propose to heavily mark the route, but would like to use water soluble markings at a few key intersections. Course markings would consist of small arrows on the road (water based paint) and/or on short wooden stakes (no taller than 12") with arrows placed off the road. All markings would be removed after the last rider has passed.

Support Services & Course Cleaning: There will be a hydration/nutrition stop for ride Option #1 participants at mile 45.5 in a dirt pull off near the intersection of County Road 303 and County Road 401, and a second rest stop at mile 67.75 at the intersection of Leesville Road and Huffmaster Road. The shorter course Option #2 will have a rest stop at mile 42.2 at the intersection of Leesville Road and Huffmaster Road.

All rest stops will be staffed by 2-3 volunteers who will clean the area before departing. Rest stops will consist of a small table with self-serve water, pre-packaged snacks and waste and recycling receptacles. The rest stop locations will be left cleaner than when the event began. Location of rest stops are indicated on route maps (attached).

Additionally, two riders will be "sweeping" behind the last participant to ensure that any debris (food wrappers and/or water bottles) that are mistakenly dropped by participants are picked-up. When the sweepers pass through the rest stops, the rest stop volunteers will know to shut-down the stop and move on.

Portable restrooms with handwashing stations will be provided at the registration location/finish area and at all rest stops.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Media & Local Business Outreach: The event is promoted on various cycling related media websites. Additionally, businesses in Maxwell (near the start/finish) have been informed of the event. No additional marketing will be undertaken.

Insurance Coverage: Commercial general liability and automobile liability insurance meeting the minimum requirements for both Glenn County and Colusa County has been applied for and will be submitted as soon as available. The insurance names "Glenn County, its supervisors, agents, officers, attorneys, employees, boards, and commissions" and "Colusa County, its supervisors, agents, officers, attorneys, employees, boards, and commissions".

Prizes: Identical prizes will be awarded for each gendered category as well as for a nonbinary category.

Emergency Medical Plan: Hopper Adventures takes participant safety very seriously and our medical plan has been informed and refined from our experiences putting on events over the past twenty-five years. As such, local emergency medical responders and fire departments along the route will be notified ten (10) days prior to the event. Additionally, the California Highway Patrol will be contracted to provide support at key intersections along the route. All riders are expected to obey all traffic laws.

Additionally, the following actions are being taken:

- EMS Staffing on Course: Hopper Adventures has contracted two (2) trained emergency medical technicians (EMT) who will be on course in separate vehicles to follow the riders and to respond to emergencies in order to provide immediate basic life support and to decide if patient transport is needed. The hired staffing for this event includes:
    - Laurie Starr: Active EMT (NREMT/CA) of 4+ years who is presently a Captain at the Albion Fire Department who has extensive experience working for a rural fire department and has served on an ambulance as well as a hospital emergency room. She will be on course in her own vehicle with basic EMT kit with epi, aspirin, BG testing kit, as well as a tank of oxygen and an AED. Laurie has worked at all our events this season and is well versed with our approach and communication protocols.
    - Leslie Hrbacek: Active EMT and firefighter with the Albion Fire Department where she is a Captain who has been with the Department for approximately 10 years with plenty of pre-hospital care/experience. Leslie has her own med bag and similar supplies as Laurie and will be in her own vehicle on course.
- Volunteer Course Marshalls and VeloMeds: To ensure extremely fast responses to any crashes and/or situations requiring staff intervention, we will have 12-15 marshalls riding within the group. All marshalls wear easy to identify Hopper Adventure branded bright

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

vests and can quickly secure a crash scene and communicate with the EMS staff if needed. We are fortunate to have the following VeloMed volunteers riding with us and able to respond if needed:

- David Robertson, DO. Cardiac anesthesiologist, founder of VeloMed and coordinator of medical trading for VeloMed. Participation, marshaled and provided medical support for numerous cycling events for the past 10 years.
- Steve Meffert, MD, is an ophthalmologist, specializing in Vitreo-Retinal surgery. Steve is one of the founding members of VeloMed and has attended all of their annual VeloMed medical trading, participated in many cycling events as VeloMed and provided medical support at numerous crash scenes over the past 10 years.
- Tom Allen, RN, is working in the Cath Lab, ICU and ER at Memorial Hospital.
- Colette McFadden, MD is a practicing Hospitalist at Kaiser, Santa Rosa.

- Communication: All event staff will be on cell phone and Motorola 2-way radios to stay in contact with one another during the event and to report any incidents requiring medical attention. All event participants are provided the cell number of the Event Director to call if they need emergency services and/or to report any problems encountered while on the ride. All staff save the event EMT staff's cell numbers into their phones for quick access if needed. Additionally, a group text chain has been created to allow very fast text messages to be sent to alert all staff of an incident. Lastly, all staff will be provided a copy of the attached Staff Contact List (which will be added to once final staff availability for the event is confirmed).

  The morning of the event and before the official start, all marshalls, VeloMeds, EMTs and on-course support staff meet and ensure that all radios are charged and functioning and discuss any course modifications or concerns that may have arose due to sudden weather changes or mudslides, downed trees, etc. All staff are reminded of the incident response protocols and procedures to follow in the case of an incident. All questions are addressed, contact sheets are distributed and cell phones are programmed with relevant numbers.

- Incident Response: If an incident occurs, the event staff that first arrive on scene act quickly to ensure that no additional accidents occur by ensuring that oncoming traffic and other event riders know that there is a situation. This is achieved by using riders and event staff to physically wave down traffic to alert them of the situation. If the downed rider needs immediate medical care, the event staff will: 1) use the 2-way radios to transmit to all staff the situation; 2) send a text to the group chain alerting everyone of the location of the incident and stating what is needed; and 3) call the EMT to request assistance and share the location on course (referencing what mile marker on the route they are nearest and any geographic landmarks that may be helpful). All staff will have

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

radios, but since the range is limited, the cell will serve as a quick back-up to ensure communication. If the situation is clearly life-threatening, then staff will dial 911 and request response before alerting the event staff of the situation. If neither the cell nor the radios are functioning, a rider will be dispatched from the incident scene to keep riding until they are within cell reception and/or they reach a rest stop or other location that may have cell reception.

In the case of a medical emergency in which non-event EMS personnel are called in to provide support, Hopper Adventures' VeloMed Coordinator will offer assistance with another pair of eyes, hands, or suggestions, but will let the non-event EMS remain under base hospital control.

- Extreme Weather Preparation: A few days before the event, the Event Director produces a short video walking through highlights of the route and any information to help riders be adequately prepared. This video will cover proper clothing and safety considerations considering the most accurate weather reports for the weekend and the knowledge gained by staff's visit to the course route that week. This video, along with a short written summary of the key points, is emailed to all registered event participants and frequent posts to Instagram and Facebook are made to keep participants informed of any weather concerns or other issues. If for any variety of reasons, the Event Director feels that conditions have changed in some way that poses a significant risk to run the event, then the event will be canceled and all registered riders be informed via social media and email.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Key Staff Contact List

Role / Title	Name	Cell Phone #
Event Director	Miguel Crawford	707-266-3472
Assistant Director	Iain Douch	707-494-9972
Registration Manager	Tera Crawford	707-823-3808
Chief Course Marshal	Eugene Sandwina	707-955-6424
EMT #1	Laurie Starr	707-357-4211
EMT #2	Leslie Hrbacek	707-972-6943
VeloMed Coordinator	David Robertson	707-478-5645
SAG Vehicle Driver	Geoff Vinson	707-849-5172
Moto Driver #1	Dirk Ache	707-490-5374
Moto Driver #2	Chris Copipnget	707-483-2701
Rest Stop #1 Coordinator	TBD	
Rest Stop #2 Coordinator	TBD	
Rest Stop #3 Coordinator	TBD	
American Medical Response		707-501-5282

Call 911 in case of life-threatening emergency

NOTE: Remaining Marshals and VeloMed riders to be added a few days before the event when final roster is determined.

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Huffmaster Hopper – Long Course (2/24/2024)

Start: Maxwell High School / Finish: Sutton Road, Maxwell

90 miles / 4,865’ ascent / 4,860’ descent

Unpaved Route	
Paved Route	
Rest Stops	A
Mileage	75



Course Route :

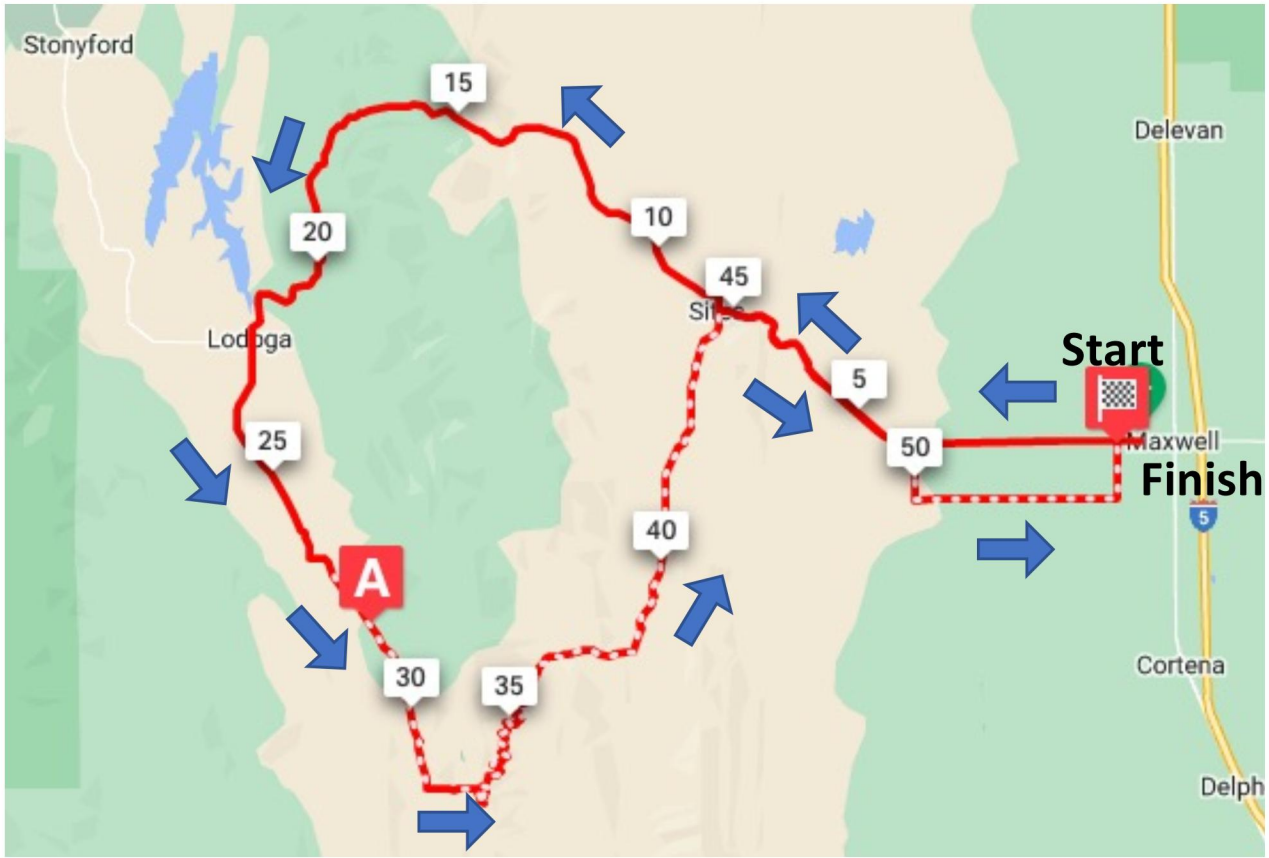
1. Start from Maxwell High School
2. Turn right onto Mc Dermott Road
3. Turn left onto W Glenn Rd
4. Turn right onto Co Rd D
5. Turn left onto Co Rd 60
6. Turn right onto Rd B
7. Turn right onto Rd 59
8. Rd 59 turns slightly left into Rd Bb
9. Turn left onto CA-162 W
10. Turn left onto Rd 302
11. Turn left onto Rd 303
12. Turn left to stay on Co Rd 303
13. Turn left onto Co Rd 401
14. Turn right onto Sites Lodoga Rd
15. Continue onto Leesville Lodoga Rd
16. Left onto Leesville Rd
17. Slight left onto Huffmaster Rd
18. Turn right onto Maxwell Sites Rd
19. Turn right onto Mills Orchard Rd
20. Turn left onto Finks Rd
21. Turn left onto Sutton Rd - Fi

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper

Mini Huffmaster Hopper – Short Course (2/24/2024)

Start: Maxwell High School / Finish: Sutton Road, Maxwell

55 miles / 3,245’ ascent / 3,242’ descent



Unpaved Route	
Paved Route	
Rest Stop	A
Mileage	75

Course Route:

1. Start from Maxwell High School
2. Continue onto Maxwell Sites Rd
3. Turn right onto Sites Lodoga Rd
4. Continue onto Leesville Lodoga I
5. Continue onto Leesville Rd
6. Slight left onto Huffmaster Rd
7. Turn right onto Maxwell Sites Rd
8. Turn right onto Mills Orchard Rd
9. Turn left onto Finks Rd
10. Turn left onto Sutton Rd- Finish

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper



Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper

October 17, 2023

Colusa County Department of Public Works
ATTN: Horacio Lopez, Engineer Tech I
1215 Market Street
Colusa, CA 95932

Mr. Lopez,

I am writing to inform you that Miguel Crawford is a race director in good standing with USA Cycling. Mr. Crawford has recently asked USA Cycling to provide a certificate of insurance for the Huffmaster Grasshopper gravel ride on February 24, 2024, to help facilitate the permitting process with Colusa County Department of Public Works. Currently we cannot provide a certificate--our current policy is annual and expires prior to the date of Mr. Crawford's event in 2024. We have already begun the renewal process with our current insurance provider and anticipate a renewed policy with similar coverage. Once the 2024 policy is finalized, we will issue certificates of insurance as requested. I anticipate that certificates will begin being issued around the middle part of December for upcoming 2024 events.

We are providing a sample certificate that defines coverages, attached here. Once our 2024 policy is bound, we will issue the same certificate to Mr. Crawford for all entities associated with his event that require coverage.

This event has been permitted with USA Cycling in prior years, and we do not foresee any obstacles for the 2024 event. Please feel free to contact me if you need additional information regarding our insurance. You can contact me by phone at 805-452-7565 or by email at tblack@usacycling.org.

Regards,

TRISH BLACK | Director of Event and Customer Service
USA Cycling
805-452-7565 | tblack@usacycling.org

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME: SAMPLE PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Texas Insurance Company — 16543
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		XXXXXXXXXXXXXXXXXXXXXXX	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 1,000,(
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,(
							MED EXP (Any one person)	$ Exclu
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	X OTHER: Per Event							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job XXXX-XXXX

ES-40103A-NAC (10/22) - SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage t all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for t specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense. Please s

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
NAME ADDRESS CITY, STATE, ZIP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAMPLE

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fairly Consulting Group, LLC	USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
attached endorsement CG 20 26 (4/2013).

Event Number: XXXX-XXXX
Event Name: XXXXXXXXXX
Event Location: XXXXXX, XX
Event Date(s): XX/XX/XXXX

SAMPLE

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization if required by an insured contract provided such contract was executed prior to the occurrence or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

Attachment: E-4695 DRAFT (9440 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

 © Insurance Services Office, Inc., 2012

COUNTY OF COLUSA, CA

2.11

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Ratify contract with Arrive Alive California Inc., to provide educational presentations at each of the school districts.

Ratify contract with **Arrive Alive California Inc.,** to provide educational presentations at each of the school districts.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a contract with Arrive Alive California Inc. in order to provide educational presentations to the local school districts.

Arrive Alive California Inc. (AAC) specializes in providing youth focused educational programs regarding the dangers of fentanyl. AAC will provide an educational presentation at each of the (4) school districts located in our community, working in conjunction with the Colusa County Behavioral Health (CCBH) to organize and promote the Fentanyl Awareness and Education Program. AAC will also prepare (4) parent informational meetings to educate them of the dangers of fentanyl and the impact on our community.

The term of the contract will be from the date of execution and end upon the completion of all (8) planned educational presentations, or June 30, 2024. The cost of the presentations will be a flat fee of $24,000 which will be paid through the opioid settlement funds received by CCBH.

Prior Board Action

None.

Fiscal Impact/Funding Source

$24,000 flat fee.
Budgeted 315-53251-315-0
Education and Training

Action for the Clerk

Please obtain Board signature and forward finalized MOU to Jayro Pina at Behavioral Health.

ATTACHMENTS:

- Arrive Alive California, Inc (PDF)

C23-_____

PROFESSIONAL SERVICES AGREEMENT FOR FENTANYL AWARENESS AND EDUCATIONAL PROGRAMS

This "(Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and ARRIVE ALIVE CALIFORNIA, INC. ("Contractor"), a California Non-Profit, Public Benefit Corporation.

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

2. **Term:** This Contract shall begin on November 7, 2023 and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation in the amount of twenty four thousand dollars ($24,000), as a flat fee, for the service rendered in accordance with Attachment "A". Compensation will be paid in accordance with paragraph 4, Method of Payment. This is the sole compensation paid for these services. The school sites and/or school districts will not be charged nor incur any costs to host the training and meeting sessions.

4. **Method of Payment:** At the conclusion of all training sessions and informational meetings, 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 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

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

Contractor from any responsibility to perform work to professional standards.

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

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

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

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

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

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

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

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract,

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

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

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

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

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

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

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

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

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

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

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

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

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Colusa County Behavioral Health Services ATTN: Tony Hobson, Director 162 East Carson St. Colusa CA 95932
If to Contractor:	Arrive Alive California, Inc. ATTN: Angela Webb, Executive Director PO Box 660213 Sacramento, CA 95866

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

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

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

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

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

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

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

    B. By either party without cause upon thirty (30) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

and effect and shall not be affected or invalidated.

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

    A. Attachment - Exhibit "A" Scope of Work

COUNTY OF COLUSA

Wendy G. Tyler, CAO Date: 11/8/23

CONTRACTOR

_____ Date:_____
Angela Webb, CEO/Executive Director

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

and effect and shall not be affected or invalidated.

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

    A. Attachment - Exhibit "A" Scope of Work

COUNTY OF COLUSA

Wendy G. Tyler, CAO Date: 11/8/23

CONTRACTOR

Angela Webb, CEO/Executive Director Date: 11/10/23

APPROVED AS TO FORM

Richard Stout, County Counsel

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

C23-_____

EXHIBIT "A"

Scope of Work

The purpose of this agreement is to establish the terms and conditions under which the AAC Future Focused: Fentanyl Awareness and Educational Program will meet and function. The goal and focus are education and awareness of dangerous behavior through evidence-based programs.

Responsibilities of Arrive Alive California, Inc.: To coordinate all aspects of AAC Fentanyl Awareness and Educational Programs, which will consist of full-school assemblies and/or classroom instruction in four (4) Colusa County school districts, and four (4) parent informational meetings. AAC will collaborate with the local District Attorney's office, Fire Department, Law Enforcement, Behavioral health and necessary Subject Matter Experts on the planning and production of the AAC Fentanyl Awareness and Educational Program. AAC will provide an opportunity for students and parents to ask questions of all Subject Matter Experts, 1st Responders and Special Guests. AAC will collect pre and post surveys to measure the effectiveness and impact of the programming and will make the information available to CCBH. Eight School Sites (8) in Colusa County will receive the following: Full-school assembly and/or a classroom instruction. Continuation schools will be included with the traditional site or will receive their own presentation. AAC will cover all internal costs pertaining to each event, including but not limited to staff, salaries, travel, insurance, professional audio and video service, meetings, recording, confirmation packages and survey reporting.

Responsibilities of Colusa County Behavioral Health:

Provide AAC with a contact at each participating school site who will help assist scheduling the AAC Youth-Focused Fentanyl Awareness and Educational Program. Promote the event to students, parents, and the community through the various social media channels. Invite other prominent county leaders and 1st responders to participate during the parent informational meeting and student assemblies.

Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SPECIALTY PROGRAM GROUP LLC/PHS 46508252 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS:
INSURED ARRIVE ALIVE CALIFORNIA INC PO Box 660213 SACRAMENTO CA 95866-0213	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Sentinel Insurance Company Ltd. — 11000 INSURER B: Continental Casualty Co. — 20443 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			46 SBU AF1602	07/28/2023	07/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
B	Professional Liability			652451238	07/28/2023	07/28/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Colusa County Behavioral Health
162 E CARSON ST
COLUSA CA 95932-2880

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Attachment: Arrive Alive California, Inc (9399 : Ratify contract with Arrive Alive California Inc.)

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Behavioral Health is requesting to re-approve the third modification (C23-146) of the contract with St. Helena as they refused to sign the modification due to having incorrect rates.

St. Helena's provides our Consumers with hospital based psychiatric inpatient services. Behavioral Health currently does not have any Consumers placed at the facility but would like to maintain the relationship should a need arise.

Behavioral Health requests that "ATTACHMENT B" be replaced with a new "ATTACHMENT B" which includes the new rates for the term requested and re-approve the 3rd modification (C23-146).

St Helena has provided updated rates. St. Helena found the rates that were originally provided to Behavioral Health were incorrect during their final review process. All other terms will remain the same.

Prior Board Action

C20-021, C21-070 and C23-007

Fiscal Impact/Funding Source

Budgeted: 003-55270-713-0
Not to exceed $50,000 per fiscal year.

Action for the Clerk

Managed Care
Adventist Health Glendale
1509 Wilson Terrace PMT Building, Suite 215
Glendale, CA 91206

ATTACHMENTS:

- C20-021 St. Helena (PDF)
- C21-070 1st Modification St. Helena Hospital dba Adventisit Health Vallejo (PDF)
- C23-007 2nd Modification St. Helena (PDF)
- 3rd Modification St. Helena dba Adventist Health (DOCX)

C20-081

Hospital-Based Psychiatric Inpatient Services Contract

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo ("Contractor"), a California corporation.

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

2. **Term:** This Contract shall begin on November 1, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed fifty thousand dollars ($50,000) per fiscal year as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

MM

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

C20-021

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

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

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

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon reasonable 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. Any review is limited to records and documents pertaining to Contractor's services provided to the County under this contract.

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.

MM

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

c20-021

9. **HIPPA Compliance – Covered Entity to Covered Entity:** County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies.

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

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

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

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 one million dollars ($1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

MM

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

c20-021

of any and all work performed by or on behalf of the Contractor under this Contract;

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

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

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

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

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

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

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

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

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

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

MM

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

c20-021

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

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

If to County:	Colusa County Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	Adventist Health Attention: Vice-President of Managed Care 1509 Wilson Terrace PMT Building, Suite 215 Glendale, CA 91206

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

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

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

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

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

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Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

c20-021

to pay any monies due to any such subcontractor unless otherwise required by law.

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

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. By County or Contractor without cause upon thirty (30) days written notice of termination.

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

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

A. Attachment "A" Scope of Service
B. Attachment "B" Rates

COUNTY OF COLUSA

Date: 2/4/20

Denise J. Carter, Board Chair

ST.HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

Steven Herber, MD Date: 1/20/20

Signature

Steven Herber, MD

Printed Name and Title President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

By Patricia R

Patricia Rodriguez, Deputy Clerk

MM

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

C20-021

ATTACHMENT A

SCOPE OF SERVICE

LOCATIONS:

Adventist Health St. Helena
10 Woodland Road
St. Helena, CA 94574

Adventist Health Vallejo
525 Oregon Street
Vallejo, CA 94590

1) Contractor shall provide inpatient beds for clients in a locked 24-hour care facility separated from other services provided by Contractor.

2) Contractor shall provide total board and care for client during stay in facility.

3) Contractor shall provide twenty-four (24) hour staffing.

4) Contractor shall use resources available to both Contractor and the County.

5) The following services are included in the per diem rates:

   A. Clinical Laboratory Services
   B. Dietary Services and Consultations
   C. Educational Services
   D. Family Therapy
   E. Group Therapy
   F. Involuntary Patient Care
   G. Medical History and Physical Exam (Tech Comp)
   H. Pharmacy Services
   I. Psychiatric Nursing Services
   J. Recreation Services
   K. Seclusion Room w/Special Observation
   L. Social Services

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

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c20-021

ATTACHMENT B

RATES

2019-2020

Inpatient bed (adult/child) - $1,298 adult and $1,373 child
Pro Fee- $110
Admin rate- TBD by State
Short Doyle- $1,408 for adult and $1,483 child

2020-2021

Inpatient bed - $1,370 for adult and $1,445 child
Pro Fee- $116
Admin rate- TBD by State
Short Doyle- $1,486 for adult and $1,561 child

Attachment: C20-021 St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

MM

C21-070

First Modification of C20-021 for Psychiatric Services

This First Modification of Hospital-Based Psychiatric Inpatient Services Contract C20-021 is between Colusa County (County), a political subdivision of the State of California, and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo (Contractor), a California corporation.

Background

On November 1, 2019, the parties executed Contract C20-021 for hospital-based psychiatric inpatient services.

The parties now want to modify the Contract to extend the termination date and update rates.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2023.

2. Attachment "B", Rates, is replaced with a new Attachment "B" Rates.

COUNTY OF COLUSA

Date: 5/11/21

Gary J. Evans, Board Chair

ST. HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

Date: 9/24/2021

Signature Rozono Mena, BSN, NE 11411 AHSL.

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C21-070 1st Modification St. Helena Hospital dba Adventisit Health Vallejo (9470 : Re-approve 3rd Modification with St. Helena)

C 21-070

ATTACHMENT B

RATES

Mental Health Medi-Cal Rates

MEDI-CAL RATES	FY 21/22	FY 22/23
Inpatient Psy Facility Adult	$1.452	$1.540
Inpatient Psy Facility Child/Adol*	$1.532	$1.624
Professional Fees	$ 123	$ 130
Admin Rate	$ 653	$ 692

MEDI-CAL RATES	FY 21/22	FY 22/23
Inpatient Psy Facility Adult	$1.575	$1.670
Inpatient Psy Facility Child/Adol*	$1.655	$1.754
Admin Rate	$ 653	$ 692

*Available only at Adventist Health Vallejo

Attachment: C21-070 1st Modification St. Helena Hospital dba Adventisit Health Vallejo (9470 : Re-approve 3rd Modification with St. Helena)

C23-007

SECOND MODIFICATION HOSPITAL BASED PSYCHIATRIC INPATIENT SERVICES CONTRACT

This Second Modification of Hospital-Based Psychiatric Inpatient Services Contract C20-021 is between Colusa County (County), a political subdivision of the State of California, and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo (Contractor), a California corporation.

Background

On November 1, 2019, the parties executed Contract C20-021 for hospital-based psychiatric inpatient services.

On May 11, 2021, the parties executed the First Modification (C21-070) extending the term and replacing Attachment B Rates with a New Attachment B.

The parties now want to modify Section 5 Professional Ability of Contractor and Standards of Performance.

Modification

The parties agree to modify the Contract effective December 20, 2022, as follows:

1. Section 5 Professional Ability of Contractor and Standards of Performance, is modified by deleting Section "5. A" entirely and replacing with the following:

   A. Services shall be provided by Contractor without the advice, control or supervision of County, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

COUNTY OF COLUSA

Date: 6/3/23

Kent S. Boes, Board Chair

ST. HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

John Beaman Date: 06/23/2023

Signature John Beaman, Assistant Secretary

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C23-007 2nd Modification St. Helena (9470 : Re-approve 3rd Modification with St. Helena)

C23-_____

THIRD MODIFICATION HOSPITAL BASED PSYCHIATRIC INPATIENT SERVICES CONTRACT

This Third Modification of Hospital-Based Psychiatric Inpatient Services Contract is between Colusa County (County), a political subdivision of the State of California, and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo (Contractor), a California corporation.

Background

On November 1, 2019, the parties executed Contract C20-021 for hospital-based psychiatric inpatient services.

On May 11, 2021, the parties executed the 1st Modification (C21-070) extending the term and replacing Attachment B Rates with a New Attachment B.

On January 3, 2023, the parties executed the 2nd Modification (C23-007) modifying Section 5 Professional Ability of Contractor and Standards of Performance.

The parties now want to modify the contract to extend the term and replace Attachment B.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term, is modified to extend the term of the contract from June 30, 2023 to June 30, 2026.
2. Section 22 Attachments is modified by deleting Attachment B-Rates and replacing with a NEW Attachment B-Rates, attached hereto.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ST. HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

_____Date:_____
Signature

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

_____
Patricia Rodriguez, Deputy

Attachment: 3rd Modification St. Helena dba Adventist Health (9470 : Re-approve 3rd Modification with St. Helena)

C23-_____

ATTACHMENT B

RATES

	Current 2022-2023	**Fiscal Year** 2023-2024	**Fiscal Year** 2024-2025	**Fiscal Year** 2025-2026
Medi-Cal Rates				
In-patient Psychiatric				
Adult	$ *1,540*	$ 1,817	$ 1,926	$ 2,042
Child Adolescent	$ *1,624*	$ 1,916	$ 2,031	$ 2,153
Professional Fees	$ *130*	$ 153	$ 163	$ 172
Admin Rate	$ *692*	$ 817	$ 866	$ 917
Short Doyle - Indigent Rates				
(*Professional fee included.)				
In-patient Psychiatric*				
Adult	$ *1,670*	$ 1,971	$ 2,089	$ 2,214
Child Adolescent	$ *1,764*	$ 2,082	$ 2,206	$ 2,339
Admin Rate	$ *692*	$ 817	$ 866	$ 917

Attachment: 3rd Modification St. Helena dba Adventist Health (9470 : Re-approve 3rd Modification with St. Helena)

COUNTY OF COLUSA, CA 2.13

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Approve 4th Modification with the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe), for prevention and early intervention services, effective July 1, 2023.**

Approve 4th Modification with the **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe)**, for prevention and early intervention services, effective July 1, 2023.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a 4th modification with the Cachil Dehe Band of Wintun Indians, Colusa Indian Community Council by extending the termination date and updating an attachment.

On July 1, 2019, the County entered into contract C19-183 with the Council to provide Native American youth on the Cachil Dehe Reservation/Rancheria in Colusa County with prevention and early intervention services per the approved County MHSA Plan. A subsequent modification C20-055 was executed on April 7, 2020 to extend the term date and update the project budget. A second modification C21-118 executed on June 22, 2021 extended the through June 30, 2022. A third modification C22-157 was executed on August 8, 2022 to extend the term through June 30, 2023.

Behavioral Health is seeking a fourth modification to extend the term through June 30, 2026. Behavioral Health also requests to replace the "ATTACHMENT B" with an updated "ATTACHMENT B". All other terms to remain the same.

Prior Board Action

C19-183, C20-055, C21-118 and C22-157

Fiscal Impact/Funding Source

Budgeted: 276-53180-276-0
Not to exceed $79,274 for FY23/24.
Not to exceed $83,238 for FY24/25.
Not to exceed $87,400 for FY25/26.

Action for the Clerk

Colusa Indian Community Council
Kayla Davey
3730 Highway 45
Colusa, CA 95932

ATTACHMENTS:

- 4th Mod. Cachil Dehe Band of Wintun Indian of he Colusa Indian Community (DOCX)
- Attachment B-MHSA CCIC PEI Project FY 23.24 - FY 25.26 (PDF)
- C22-157 3rd Mod. Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (PDF)
- C21-118 2nd Mod. Cachil Dehe Band of Wintun (PDF)
- C20-055 1st Mod. Cachil Dehe Band of Wintun Indians Colusa Indian Council (PDF)
- C19-183 Cachil Dehe Band of Wintun Indians (PDF)

Fourth Modification Of C19-183 For Prevention And Early Intervention Services

This Fourth Modification of Prevention and Earl Intervention Services Contract is between Colusa County (County), a political subdivision of the State of California, and Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe) a federally recognized Indian Tribe.

Background

On July 1, 2019, the parties executed Contract C19-183 for prevention and early intervention services.

On January 1, 2020, the parties executed a 1st Modification to the Contract (C20-055) to extend the term and replace Attachment "B".

On July 1, 2021, the parties executed a 2nd Modification to the Contract (C21-118) to extend the term and replace Attachments A and B.

On August 2, 2022, the parties executed the 3rd Modification to the Contract (C22-157) to extend the term through June 30, 2023.

The parties now want to modify the Contract to extend the termination date and replace Attachment B.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract through June 30, 2026.
2. Section 22, Attachments, is modified by deleting Attachment "B" and replacing with a NEW Attachment "B" attached hereto.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

COLUSA INDIAN COMMUNITY COUNCIL

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Clerk

Attachment: 4th Mod. Cachil Dehe Band of Wintun Indian of he Colusa Indian Community (9471 : 4th Modification Cachil Dehe Band of Wintun

ATTACHMENT B

COLUSA INDIAN COMMUNITY
FY 23-24 MHSA PROJECT BUDGET

"Life and Leadership – A Circle of Solid Choices"

	AMOUNT
PERSONNEL: SALARIES:	
• MHSA Program Staff Wages:	$41,569
PERSONNEL: BENEFITS AND FRINGES:	
• FICA @ 6.2%; MFICA @ 1.45%; WComp @ .42% = 8.07% (8.07% x $41,569 = $3,617)	$3,617
►**DIRECT PERSONNEL COST TOTAL: SALARIES AND BENEFITS:**	**$45,186**
OPERATING COSTS TO INCLUDE:	$26,881
• Consumable program supplies;	
• Training and travel costs necessary for Native Youth and staff to attend trainings relevant to the project including: Meals, registration, airfare, lodging, fuel, per diem, parking and transportation;	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract;	
• Enrichment and leadership development activities/special Tribal Youth trainings.	
OPERATING COST TOTAL:	**$26,881**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc.) @ 10% of $72,067= $ 7,207	$7,207
►**INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$7,207**

TOTAL BUDGET: $79,274

Attachment: Attachment B-MHSA CCIC PEI Project FY 23.24 - FY 25.26 (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

ATTACHMENT B

COLUSA INDIAN COMMUNITY
FY 24-25 MHSA PROJECT BUDGET

"Life and Leadership – A Circle of Solid Choices"

	AMOUNT
PERSONNEL: SALARIES:	
• MHSA Program Staff Wages:	$43,649
PERSONNEL: BENEFITS AND FRINGES:	
• FICA @ 6.2%; MFICA @ 1.45%; WComp @ .42% = 8.07% (8.07% x $43,649 = $3,798)	$3,798
►**DIRECT PERSONNEL COST TOTAL: SALARIES AND BENEFITS:**	**$47,446**
OPERATING COSTS TO INCLUDE:	$28,225
• Consumable program supplies;	
• Training and travel costs necessary for Native Youth and staff to attend trainings relevant to the project including: Meals, registration, airfare, lodging, fuel, per diem, parking and transportation;	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract;	
• Enrichment and leadership development activities/special Tribal Youth trainings.	
OPERATING COST TOTAL:	**$28,225**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc.) @ 10% of $75,671= $ 7,567	$7,566
►**INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$7,566**

TOTAL BUDGET: $83,238

Attachment: Attachment B-MHSA CCIC PEI Project FY 23.24 - FY 25.26 (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

ATTACHMENT B

COLUSA INDIAN COMMUNITY
FY 25-26 MHSA PROJECT BUDGET

"Life and Leadership – A Circle of Solid Choices"

	AMOUNT
PERSONNEL: SALARIES:	
• MHSA Program Staff Wages:	$45,831
PERSONNEL: BENEFITS AND FRINGES:	
• FICA @ 6.2%; MFICA @ 1.45%; WComp @ .42% = 8.07% (8.07% x $45,831 = $3,987)	$3,987
►**DIRECT PERSONNEL COST TOTAL: SALARIES AND BENEFITS:**	**$49,818**
OPERATING COSTS TO INCLUDE:	$29,637
• Consumable program supplies;	
• Training and travel costs necessary for Native Youth and staff to attend trainings relevant to the project including: Meals, registration, airfare, lodging, fuel, per diem, parking and transportation;	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract;	
• Enrichment and leadership development activities/special Tribal Youth trainings.	
OPERATING COST TOTAL:	**$29,637**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc.) @ 10% of $79,455= $ 7,945	$7,945
►**INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$7,945**

TOTAL BUDGET: $87,400

Attachment: Attachment B-MHSA CCIC PEI Project FY 23.24 - FY 25.26 (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C22-157

Third Modification of C19-183 for Prevention and Early Intervention Services

This Third Modification of Prevention and Early Intervention Services Contract C19-183 is between Colusa County (County), a political subdivision of the State of California, and Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe), a federally recognized Indian Tribe.

Background

On July 1, 2019, the parties executed Contract C19-183 for prevention and early intervention services.

On January 1, 2020, the parties executed a 1st Modification to the Contract (C20-055) to extend the term and replace Attachment "B".

On July 1, 2021, the parties executed a 2nd Modification to the Contract (C21-118) to extend the term and replace Attachments A and B.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2022 to June 30, 2023

COUNTY OF COLUSA

Date: 8/2/22

J. Merced Corona, Board Chair

COLUSA INDIAN COMMUNITY COUNCIL

Date: 08/10/2022

Signature

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By

Melissa Kitts, Deputy Clerk

Attachment: C22-157 3rd Mod. Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (9471 : 4th Modification Cachil Dehe Band

Wintun Indians of the
Colusa Indian Community (Tribe)

8/2/22

Behavioral
Health

C21-118

Second Modification of C19-183 for Prevention and Early Intervention Services

This Second Modification of Prevention and Early Intervention Services Contract C19-183 is between Colusa County (County), a political subdivision of the State of California, and Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe), a federally recognized Indian Tribe.

Background

On July 1, 2019, the parties executed Contract C19-183 for prevention and early intervention services.

On January 1, 2020, the parties executed Contract C20-055 to extend the term and replace Attachment "B".

The parties now want to modify the Contract to extend the termination date and replace Attachments "A" and "B".

Modification

The parties agree to modify the Contract effective July 1, 2021 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022.
2. Section 22, Attachments, "Attachment A" and "Attachment B" are modified by replacing both documents on the original agreement with the documents attached hereto.

COUNTY OF COLUSA

Date: 6/22/21

Gary J. Evans, Board Chair

COLUSA INDIAN COMMUNITY COUNCIL

Date: 6.29.21

Signature

APPROVED AS TO FORM

David Prentice, Interim, County Counsel

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

By

Patricia Rodriguez, Deputy Clerk

Attachment: C21-118 2nd Mod. Cachil Dehe Band of Wintun (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

ATTACHMENT A

SCOPE OF SERVICES

Tribe will provide Native American youth on the Cachil Dehe Reservation/Rancheria in Colusa County with prevention and early intervention services via the Life and Leadership – A Circle of Solid Choices program. This program is a component of the approved County MHSA Plan.

Life and Leadership- A Circle of Solid Choices

Program Description: This program introduces new practices that engage Native American youth in an open and dedicated system of resiliency development by utilizing culturally adapted approaches to combat suicide and risky behaviors among Native youth. The pilot includes a comprehensive approach to resiliency development combined with increasing competency designed to encourage mental wellness, combined with "safety net" circles that timely identify needs for early intervention and or treatment. The project will be offered to all youth living in a Native American household/home on the Cachil Dehe Reservation/Rancheria in Colusa County. The youth will experience the program by going through three components with the support of a case manager. The first will be the Talking Circle which is a place for youth who need a private, supportive environment to discuss topics such as abuse, bullying, trauma, and healing with a Tribal Community Services Staff member.

The second component, is the youth enrichment program which builds Native youth's life skills such as goal setting, effective communication and money management, to name a few. It also includes cultural education such as language revitalization and cultural songs. Lastly, the Solid Choices component will have Native youth choose from four internship options. The four options are work experience, college bridges, Tribal traditions, or school success. This will allow for the Native youth to actively make positive choices for their future. Overall, the project intends to provide a safety net for those who need a helping hand, complimented by clinicians and professionals as needed; provide a tribally sensitive arena for positive skill competency development; provide an individualized option for directed life experience. Combined, these three components will have the emphasized intent to steer participants away from social isolation, build foundations for seamless back and forth transition between Native and non-Native environments, and provide the opportunity for self-direction through individual choice-based activities.

Program Implementation: Colusa Indian Community will facilitate the program by including staff who are equipped to facilitate referrals to Colusa County Behavioral Health for services as appropriate. The group will meet weekly, for no less than 90 minutes, participation information will be reviewed quarterly by the Department for compliance.

Attachment: C21-118 2nd Mod. Cachil Dehe Band of Wintun (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

ATTACHMENT B

COLUSA INDIAN COMMUNITY
FY 21 MHSA PROJECT BUDGET

"Life and Leadership – A Circle of Solid Choices"

	AMOUNT
PERSONNEL: SALARIES:	
• MHSA Program Staff Wages	$43,750
PERSONNEL: BENEFITS AND FRINGES:	
• FICA @ 6 2%; MFICA @ 1.45%; WComp @ .4% = 8.05%. (8.05% x $43,750 = $3,522)	$3,522
▶ **DIRECT PERSONNEL COST TOTAL: SALARIES AND BENEFITS:**	**$47,272**
OPERATING COSTS TO INCLUDE:	$22,340
• Consumable program supplies;	
• Training and travel costs necessary for Native Youth and staff to attend trainings relevant to the project including: Meals, registration, airfare, lodging, fuel, per diem, parking and transportation,	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract;	
• Enrichment and leadership development activities/special Tribal Youth trainings.	
OPERATING COST TOTAL:	**$22,340**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc. @ 10% of $69,612 = $ 6,961	$6,961
▶ **INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$ 6,961**

TOTAL BUDGET: $76,573

Attachment: C21-118 2nd Mod. Cachil Dehe Band of Wintun (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C20-055

First Modification of C19-183 for Prevention and Early Intervention Services

This First Modification of Prevention and Early Intervention Services Contract C19-183 is between Colusa County (County), a political subdivision of the State of California, and Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe), a federally recognized Indian Tribe.

Background

On July 1, 2019, the parties executed Contract C19-183 for prevention and early intervention services.

The parties now want to modify the Contract to extend the termination date and replace Attachment "B".

Modification

The parties agree to modify the Contract effective January 1, 2020 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2021.
2. Section 22, Attachments, of the Contract is modified by replacing Attachment "B" – Project Budget with a new "Attachment B" – Project Budget.

COUNTY OF COLUSA

Date: 4/7/20

Denise J. Carter, Board Chair

COLUSA INDIAN COMMUNITY COUNCIL

Date: 4/16/20

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By

Patricia Rodriguez, Deputy Clerk

Attachment: C20-055 1st Mod. Cachil Dehe Band of Wintun Indians Colusa Indian Council (9471 : 4th Modification Cachil Dehe Band of Wintun

ATTACHMENT B

COLUSA INDIAN COMMUNITY
MHSA PROJECT BUDGET

"Life and Leadership – A Circle of Solid Choices"

PERSONNEL: SALARIES:	**AMOUNT**
• MHSA Program Staff Wages	$43,750
PERSONNEL: BENEFITS AND FRINGES:	
• FICA @ 6 2%, MFICA @ 1 45%, WComp @ 4% = 8 05% (8 05% x $43,750 = $3,522)	$3,522
▶ **DIRECT PERSONNEL COST TOTAL: SALARIES AND BENEFITS:**	**$47,272**
OPERATING COSTS TO INCLUDE:	
• Consumable program supplies;	
• Training and travel costs necessary for Native Youth and staff to attend trainings relevant to the project including· Meals, registration, airfare, lodging, fuel, per diem, parking and transportation,	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract,	
• Enrichment and leadership development activities/special Tribal Youth trainings	
OPERATING COST TOTAL.	**$22,340**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc. @ 10% of $69,612 = $ 6,961	$6,961
▶ **INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$ 6,961**

TOTAL BUDGET: $76,573

SUMMARY OF INKIND SERVICES TO BE PROVIDED:	
• Tribal Counselor Services @ 40% FTE	$29,378
Tribal Counselor Benefits / Fringes @ 8 55%	$ 2,511
TOTAL INKIND LEVERAGE.	**$31,889**

Attachment: C20-055 1st Mod. Cachil Dehe Band of Wintun Indians Colusa Indian Council

C19-183

Prevention and Early Intervention Contract

This Prevention and Early Intervention Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Cachil Dehe Band of Wintun Indians of the Colusa Indian Community ("Tribe"), a federally recognized Indian Tribe.

1. **Services to be Performed:** Tribe agrees at its own expense to furnish all equipment, labor and materials necessary to provide Native American youth on the Cachil Dehe Reservation/Rancheria in Colusa County with prevention and early intervention services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2019 through June 30, 2020.

3. **Compensation:** County will pay Tribe compensation not to exceed $69,612, per fiscal year, as more specifically detailed in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment. In addition to the foregoing compensation, an administrative fee will be paid to Tribe for 10% of the total invoice amount, which will not exceed $6,961 for the contract term.

4. **Method of Payment:** Tribe will bill quarterly for the services provided in the preceding quarter, by invoice directed to the County's Director of Behavioral Health. County shall process payment to Tribe as provided for by County's established policies and procedures, and payment will be issued accordingly. Should the County dispute a portion of any invoice, the County shall timely pay the undisputed portion, and notify the Tribe of the disputed costs, about which the parties shall meet and confer within ten (10) days of the giving of such notice.

   A. **Invoices shall:**
      1) Be prepared on Tribe's letterhead.
      2) Bear Tribe's name as shown on the contract.
      3) Bear the contract number.
      4) Indicate how many youth/hours have been served during that period.
      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. **Collaboration:** The parties shall meet quarterly to review and evaluate the process of the program.

6. **Professional Ability of Tribe and Standards of Performance:** Tribe 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 Tribe regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

A. Services shall be provided by Tribe without the advice, control or supervision of County. Tribe shall have sole discretion and control of Tribe'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 Tribe from any responsibility to perform work to professional standards.

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

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

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

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

8. **Independent Contractor:** Tribe 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 Tribe nor to allow County to exercise discretion or control over the manner in which Tribe performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Tribe shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

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

10. **Insurance:** Tribe, 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:** Tribe shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in amounts no less than what would be required of a comparable, non-tribal entity subject to the laws of the State of California. In addition, Tribe shall require each Sub Contractor 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 Sub Contractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

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

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

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

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

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

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 Tribe under this Contract;

2) Providing that Tribe'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 Tribe'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 Tribe's indemnity obligations under this contract; and

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

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to the County before work begins. At County's option, Tribe 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, Tribe shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

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

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

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Tribe to practice its trade and/or profession.

13. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California.

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

If to County:	Colusa County Department of Behavioral Health Attention: Director 162 E. Carson Street Colusa, CA 95932 530.458.0520
If to Tribe:	Colusa Indian Community Council Attention: Director of Community Services 3730 Highway 45 Colusa, CA 95932 530.458.8231

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

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

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

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

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Tribe. Assignments of any or all rights, duties or obligations of Tribe under this Contract will be permitted only with the express consent of County. Tribe shall not subcontract any portion of the work to be performed under this Contract without

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

the written authorization of County. If County consents to such subcontract, Tribe shall be fully responsible to County for all acts or omissions of the subcontract. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract and fails to cure within thirty (30) days of receiving written notice of the violation; or

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

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

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

    A. Attachment "A" – Scope of Service
    B. Attachment "B" – Project Budget
    C. Attachment "C" - HIPAA Business Associate Agreement

COUNTY OF COLUSA

Kent S. Boes, Board Chair

COLUSA INDIAN COMMUNITY COUNCIL

Signature

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By_____
Melissa Kitts, Deputy

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C19-183

ATTACHMENT A

SCOPE OF SERVICES

Tribe will provide Native American youth on the Cachil Dehe Reservation/Rancheria and our service area in Colusa County with prevention and early intervention services via the Life and Leadership – A Circle of Solid Choices program. This program is a component of the approved County MHSA Plan.

Life and Leadership- A Circle of Solid Choices

Program Description: This program introduces new practices that engage Native American youth in an open and dedicated system of resiliency development by utilizing culturally adapted approaches to combat suicide and risky behaviors among Native youth. The pilot includes a comprehensive approach to resiliency development combined with increasing competency designed to encourage mental wellness, combined with "safety net" circles that timely identify needs for early intervention and or treatment. The project will be offered to all youth living in a Native American household/home on the Cachil Dehe Reservation/Rancheria in Colusa County. The youth will experience the program by going through three components with the support of a case manager. The first will be the Talking Circle which is a place for youth who need a private, supportive environment to discuss topics such as abuse, bullying, trauma, and healing with a Tribal counselor.

The second component, is the youth enrichment program which builds Native youth's life skills such as goal setting, effective communication and money management, to name a few. It also includes cultural education such as language revitalization and cultural songs. Lastly, the Solid Choices component will have Native youth choose from four internship options. The four options are work experience, college bridges, Tribal traditions, or school success. This will allow for the Native youth to actively make positive choices for their future. Overall, the project intends to provide a safety net for those who need a helping hand, complimented by clinicians and professionals as needed; provide a tribally sensitive arena for positive skill competency development; provide an individualized option for directed life experience. Combined, these three components will have the emphasized intent to steer participants away from social isolation, build foundations for seamless back and forth transition between Native and non-Native environments, and provide the opportunity for self-direction through individual choice-based activities.

Program Implementation: Tribal staff facilitating the program will include a tribal counselor who is equipped to facilitate referrals to Colusa County Behavioral Health for services as appropriate. The group will meet weekly, for no less than 90 minutes, participation information will be reviewed quarterly by the Department for compliance.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C19-183

ATTACHMENT B

PROJECT BUDGET

PERSONNEL: SALARIES:	**AMOUNT**
• Education Program Manager: {Annual Salary: $61,500 @ 50% = $30,750}	$30,750
• Education Program Specialist: {Annual Salary: $39,613 @ 33% = $13,000}	$13,000
TOTAL – SALARIES/WAGES:	**$43,750**
PERSONNEL: BENEFITS AND FRINGES:	
• Education Program Manager: {FICA @6.2%; MFICA @ 1.45%; WComp @ .4% = 8.05%. 8.05% @ $30,750 = $2,475}	$ 2,475
• Education Program Specialist: {FICA @6.2%; MFICA @ 1.45%; WComp @ .4% = 8.05%. 8.05% @ $13,000 = $1,047}	$ 1,047
TOTAL: BENEFITS & WAGES:	**$ 3,522**
►**DIRECT COST TOTAL - PERSONNEL: SALARIES AND BENEFITS:**	**$47,272**
OPERATING COSTS:	
• Consumable Supplies: {$350/mo @ 12 months = $4,200}	$ 4,200
• Training and Travel Costs: Necessary travel for Native Youth	
➢ specific trainings relevant to the projectRegistration Costs for trainings: {Staff: 3 trainings @ $250 each = $750}	$ 750
➢ Registration Costs for trainings: **Youth** {Native Like Water UNITY Conference}: Summer 2019 - $350 per youth participant @ 4 Tribal youth leader participants: $350 X 4 = $1,400}	$ 1,400
➢ Travel Costs: Air Fare, per diem when appropriate, parking, other approved travel costs such as hotel: 7 trainings @ average $570 each = $3,990	$ 3,990

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C 19-183

▶ **DIRECT COST TOTAL – OPERATING COSTS:**	**$10,340**
CONSULTANT COSTS/CONTRACTS:	
• Workshop facilitators/trainers, traditional elder basket weavers, specialty clinical services, by contract.	$ 6,800
▶ **DIRECT COST TOTAL - CONSULTANT COSTS/CONTRACTS:**	**$ 6,800**
OTHER:	
• Enrichment and Leadership Development Activities / Special Tribal Youth Trainings: $5,200 total.	$5,200
▶ **DIRECT COSTS: OTHER:**	**$ 5,200**
INDIRECT COSTS:	
• Administrative Services (accounting, audit, clerical support, etc. @ 10% of $69,612 = $ 6,961.20	$6,961
▶ **INDIRECT COST TOTAL – ADMINISTRATIVE SERVICES:**	**$ 6,961**

TOTAL INNOVATIVE GRANT REQUEST: $76,573.

SUMMARY OF INKIND SERVICES TO BE PROVIDED:	
• Tribal Counselor Services @ 40% FTE:	$29,378
Tribal Counselor Benefits / Fringes @ 8.55%:	$ 2,511
TOTAL INKIND	**$31,889**

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

C 19-183

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, SubTribe, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Colusa Indian Community Council. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subTribes that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subTribes in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subTribes.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C19-183 Cachil Dehe Band of Wintun Indians (9471 : 4th Modification Cachil Dehe Band of Wintun Indians)

COUNTY OF COLUSA, CA

2.14

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: **Approve purchase of 13 budgeted Dell Latitude 5540 laptops for the Department of Health and Human Services (DHHS) utilizing CMAS contract #1-22-70-31C through Technology Integration Group (TIG) in the amount of $20,673.23 and authorize the Purchasing Agent to sign the purchase order.**

Approve purchase of 13 budgeted Dell Latitude 5540 laptops for the Department of Health and Human Services (DHHS) utilizing CMAS contract #1-22-70-31C through Technology Integration Group (TIG) in the amount of $20,673.23 and authorize the Purchasing Agent to sign the purchase order.

Detailed Description/Background of request

The Department of Health and Human Services has budgeted and requested to procure 13 Dell laptops. Purchasing requested a quote from TIG using CMAS contract #1-22-70-31C for the 13 laptops. The cost of the laptops is $20,673 and reflects a significant discount off the MSRP.

Purchasing and Procurement requests that the Board approve this purchase of 13 Dell Latitude 5540 laptops from TIG in the amount of $20,673. and authorize the Purchasing Agent to sign the purchase order.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (005-57099-811-0)

Action for the Clerk

Please forward the signed purchase order to Angela @ Purchasing. Thank you.

ATTACHMENTS:

- Technology_Integration_Group.098642.v1.3 (PDF)
- 81112052023 (13) Laptops(PDF)



Phone: (530) 458-0437
Email: angross@countyofcolusa.com

TIG Sacramento | 428 J St. | Suite 400 | Sacramento, CA 95814
Reseller #: FH 25809508
FEIN #: 95-3825596

Phone: 916.449.3902 or 3903
Fax: 858.790.0027
Email: calpc@tig.com

Hardware

Item #	Part #	Core Item	CLIN #	Description	Qty	MSRP	Discount	Price	Ext. Price	Index Date	Tax Rate
1	210-BGBM-LP	Y	LP102a	**Power Laptop - Latitude 5540, 15.6" FHD, i7-1355U, 16GB , 256GB, Windows 10 Pro (Includes Windows 11 Pro license), 3 Years Next Business Day Service** Includes: 210-BGBM, 379-BFBS 619-ARSD, 338-CHGM, 370-AFVP, 400-BOWJ, 391-BHEU, 555-BHHU, 451-BDBL, 346-BINQ, 997-8317, 997-8328, 997-8332	13	$2,881.05	60%	$1,152.42	$14,981.46	4/20/2023	8.75
2	NON|370-AFVP-LP102a	Y	LP102a	**REMOVE: 16GB,1x16GB, DDR4 Non-ECC**	13	$413.59	60%	($165.44)	($2,150.72)	4/20/2023	8.75
3	370-AFVR-LP	Y	LP403	**32 GB, 2 x 16 GB, DDR4, 3200 MHz**	13	$771.75	53%	$362.72	$4,715.36	4/20/2023	8.75
4	NON|400-BOWJ-LP102a	Y	LP102a	**REMOVE: M.2 2230 PCIe Gen4x4 256GB SSD Class 35**	13	$253.46	60%	($101.38)	($1,317.94)	4/20/2023	8.75
5	400-BOVY-LP	Y	LP405a	**M.2 2230 PCIe Gen4x4 512GB SSD Class 35**	13	$445.49	53%	$209.38	$2,721.94	4/20/2023	8.75
							Subtotal		**$18,950.10**		

Quote Summary	Amount
Hardware	$18,950.10
E-Waste	$65.00
Subtotal:	**$19,015.10**
*Estimated Tax:	**$1,658.13**
Total:	**$20,673.23**

Index Price File: https://tig.com/Markets/StateLocalGovernment/California/StateOfCaliforniaContracts/RetailPriceList1204007.aspx

Terms & Conditions

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made.

****Proprietary & Confidential Statement:****This document contains the proprietary and confidential information of PC Specialists, Inc. dba Technology Integration Group (TIG). Any disclosure to a third party, in whole or in part, in any manner is expressly prohibited without the prior written permission of TIG or as may be required under applicable federal, state or local laws.

Attachment: Technology_Integration_Group.098642.v1.3 (9474 : Approve Purchase of Budgeted Laptops

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

Purchase Order No.
81112052023

PURCHASE ORDER

VENDOR	Technology Integration Group (TIG)
NAME	Heather Filippini
ADDRESS	428 J St. Ste 400
	Sacramento, CA 95814
PHONE	916.449.3902

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
12/5/2023	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
13	EA	210-BGBM-LP	Power Laptop - Latitude 5540	1,152.42	14,981.46
13	EA	NON/370-AFVP-LP102a	REMOVE: 16GB, 1X16GB, DDR4 NON-ECC	-165.44	-2,150.72
13	EA	370-AFVR-LP	32 GB, 2X16GB, DDR4, 3200MHz	362.72	4,715.36
13	EA	NON/400-BOWJ-LP102a	REMOVE: M.2 2232 Pcle Gen4x4 256GB	-101.38	-1,317.94
13	EA	400-BOVY-LP	M.2 2230 Pcle Gen4x4 512GB SSD Class 35	209.38	2,721.94

SUBTOTAL	18,950.10
CA Sales Tax .0875%	1,658.13
Shipping/Install	
E-Waste	65.00
TOTAL	20,673.23

BASED ON ATTACHED QUOTE
98642
CMAS CONTRACT # 1-22-70-31C

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: 81112052023 (13) Laptops (9474 : Approve Purchase of Budgeted Laptops for DHHS)

COUNTY OF COLUSA, CA 2.15

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 1st Modification to MOU between the Colusa County Probation Department and the Superior Court of California, relating to pretrial services program under SB 129.

Approve 1st Modification to MOU between the Colusa County Probation Department and the **Superior Court of California, County of Colusa** relating to Pretrial Services Program under SB 129.

Detailed Description/Background of request

On June 7, 2022 BOS approved MOU for SB129 Pre-Trial Services Program (C22-107). MOU states on item #5. COMPENSATION TO COUNTY - Annual ongoing funding of 80% of the amount allocated to Colusa County Superior Court by the Judicial Council's annual allocation for SB129 per fiscal year, beginning fiscal year 2021/2022, to operate the Pretrial Release Program. Colusa County Superior Court advised they will change 80% ongoing amount allocated to 100% allocation to Probation for Pretrial Release Program. Change to be effective for fiscal year 2023/2024 beginning on 7/1/2023.

Prior Board Action

C22-102 approved June 7, 2022

Fiscal Impact/Funding Source

SB 129 via the Superior Court will fully fund the pretrial program, no General Fund monies will be required. The on-going annual funding is to be 100% of the allocation that the State provides to the Court under SB129.

Action for the Clerk

Return signed MOU to Court Executive Officer at 532 Oak St., Colusa, CA
Email copy of 1st Modification of MOU to Michael Rogers and Fanny Reynoso

ATTACHMENTS:

- 1st Modification MOU Superior Court of California County of Colusa (DOCX)
- C22-107 MOU Superior Court of California, County of Colusa (PDF)

FIRST MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COLUSA COUNTY PROBATION DEPARTMENT AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

This First Modification to the Memorandum of Understanding is between Colusa County through the Colusa County Probation Department ("County"), a political subdivision of the State of California, and the Superior Court of California, County of Colusa ("COURT").

Background

On June 7, 2022 the parties executed MOU No. C22-107 relating to the Pretrial Services Program under SB 129.

The parties now want to modify the MOU increasing the agreed upon allocation to the Probation Department.

Modification

The parties agree to modify the MOU effective July 1, 2023, as follows:

1. Section 5.A.2 Compensation to County is modified by increasing the ongoing funding from 80% to 100% of the amount allocated to Colusa County Superior Court by the Judicial Council's annual allocation for SB 129 beginning Fiscal Year 23/24.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

COLUSA COUNTY SUPERIOR COURT

_____Date:_____
Signature

_____
Printed Name and Title

CHIEF PROBATION OFFICER

_____Date:_____
Mike Rogers, Chief Probation Officer

Attachment: 1st Modification MOU Superior Court of California County of Colusa (9478 : First Modification MOU between Probation & Superior

MEMORANDUM OF UNDERSTANDING
BETWEEN
COLUSA COUNTY PROBATION DEPARTMENT
AND
SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

This Memorandum of Understanding ("Agreement") is effective as of June 7, 2022. This Agreement is between the Superior Court of California, County of Colusa ("COURT"), and the County of Colusa through the Colusa County Probation Department ("PROBATION"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Services Program under SB 129.

WHEREAS, the Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Program ("Program") under SB 129 of the Budget Act of 2021; and,

WHEREAS, the Court has declared its intent to contract with Probation for pretrial services, including risk assessments, of individuals booked into the County's Jail (Defendants) as authorized by Budget Act of 2021; and,

WHEREAS, Probation has experienced and qualified staff and contracts with service providers capable of delivering Pretrial Services to eligible individuals; and,

WHEREAS, it is the intent of the parties that such services be in conformity with the Contract and all applicable federal, state and local laws; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby enter this Pretrial Services Program Agreement (Agreement) for the provision of Pretrial Services under the following terms and conditions:

PURPOSE AND INTENT: To enable County, through Probation, to provide Pretrial Services.

GOALS of the PRETRIAL ASSESSMENT PROGRAM: To fund the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair and timely pretrial release of individuals booked into jail. The purpose of this funding is to provide courts with information and resources to support: (a) judicial officers in making pretrial release decisions that impose the lease restrictive conditions to address public safety and return to court; and (b) implementation of appropriate monitoring practices and provision of services for released individuals.

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

1. PROBATION DEPARTMENT RESPONSIBILITIES

Probation Department will perform the following services through its Pretrial Services:

A. Prepare and submit pre-release assessments of all new felony in-custody offenses and new misdemeanor in-custody offenses as specified in Sections 273.5 PC; 273.6 PC; 243(e)(1) PC and 646.9 PC.
B. Provide a probation officer in each felony pre-trial courtroom to address pretrial release questions.
C. Expand supervision of pretrial defendants on pretrial release.
D. Attempt to obtain current cellular phone numbers and email addresses from Defendants.
E. Make referrals to programs and service for Defendants who may benefit from them, based upon the assessments.
F. Send representatives to attend relevant training regarding Pretrial Services.
G. Expand the use of smartphone application Re-Connect for supervision services including, Pretrial Hearing Reminders and text messaging services.
H. Provide Court with requested data elements pursuant to Judicial Council and legislative requests.

2. COURT RESPONSIBLITIES

The Court will perform the following services:

A. Will manage data reporting requirements under the terms of the SB129 Budget Act of 2021.
B. Will provide a judicial officer at the pretrial hearings.
C. Send representatives to attend relevant training regarding Pretrial Services.

3. MUTUAL RESPONSIBILITIES

A. Court and Probation Department agree that they will establish mutually satisfactory methods for exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
B. Court and Probation Department agree that they will establish mutually satisfactory methods for problem resolution up through the Court's and Probation's mutual chain of command, as deemed necessary.

4. GENERAL TERMS

A. Term – The term of this Agreement begins on the date this Agreement is approved by the County's Board of Supervisors and signed by the Court and County and ends June 30, 2026. This term may be extended through written amendment signed by all parties. Electronic signatures are accepted.

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

C22-107

B. Termination – Each party has the right to terminate this Agreement upon 60 days' prior written notice to the other party.
C. Alteration of Terms – It is mutually agreed that this Agreement may be modified or amended only upon written mutual consent of the parties hereto.

5. COMPENSATION TO COUNTY

A. Court will compensate County for employee salaries and benefits, services and supplies, and training utilized for the expansion of Pretrial Services.

1. One-time funding of $160,000.00 will be provided to support initial implementation of the Pretrial Release Program. This funding will be provided on a reimbursement basis and must be invoiced by the County of Colusa to the Court no later than June 30, 2024.

2. Annual ongoing funding of 80% of the amount allocated to Colusa County Superior Court by the Judicial Council's annual allocation for SB129 per fiscal year, beginning Fiscal Year 2021/2022, to operate the Pretrial Release Program. Fiscal years run July 1 to June 30 of each year. Invoices must be submitted no later than July 15 of each year for expenses incurred in the prior fiscal year.

B. Invoices shall clearly indicate and include:

- County's name, address, and remittance address, if different from the mailing address.
- Probation's accounting contact name, telephone, and e-mail address.
- The Fiscal Year of the Agreement, and the program title (Pretrial Services Program).
- The amount of reimbursement requested for each line item of expenses as described under "Work to be Performed" in Exhibit A to Court's Pretrial Services Program Application Form, or other expenses as allowed by Court and Judicial Council, including a total amount.
- All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the project; copy of paid invoices for services and supplies purchases; and invoices for outside professional services.
- The signature(s) of the authorized County official(s).
- The total billing amount requested.
- The following certification: I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the Pretrial Services Program Agreement.

County shall submit invoices to:

Colusa County Superior Court
Attn: Fiscal Services
532 Oak Street
Colusa, CA 95932

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

C22-107

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

6. RIGHT TO MONITOR AND AUDIT

County agrees to permit Court and the Judicial Council or any of their duly authorized representatives to have access to and to examine and audit any pertinent books and records related to this Agreement.

7. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of the Agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law. This includes any modifications required as a result of legislation and/or realignment. No alteration 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.

8. RECORDS AND INSPECTIONS

A. County shall keep fiscal, program, and management records. Fiscal records shall be kept in accordance with the generally accepted accounting procedures.
B. County shall maintain all records pertaining to service delivery and all fiscal, statistical, and management books and records pertaining to the Pretrial Services Program locally (within the County). Records shall be available for examination and Court and JC audit for a period of four years after final payment under the Agreement or until audits are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to Court. Failure to maintain acceptable records per the requirements is grounds for termination of the Agreement.
C. The Court shall have reasonable access to such records during regular business hours or until the expiration of four (4) years after the furnishing of services and the right to examine and audit the same and to make transcripts therefore, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

9. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The County, Probation, and Court agree to comply with all State laws and regulations that pertain to these services including constructions, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to the Court, Probation, and County, their sub-grantees, contractors, or subcontractor, and their work.

10. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby,

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

and each provision of this Agreement shall be valid and be enforced to the extent permitted by law.

11. INDEMNIFICATION

The Court and County, agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expense or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage of liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agent, under or in connection with or arising out of any work, authority of jurisdiction delegated to such other parties under this MOU.

12. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information, including Data and Data Analyses, relating to the Judicial Council's or Court's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law of court order, and the Court may disclose Data, Data Analyses and Deliverables as required or permitted by law to perform official duties and its obligation under this Agreement.

13. INDEPENDENT CONTRACTOR

Probation and the County, as well as its agents, associates and employees, are and shall be considered to be independent contractors, independent of the Court. Nothing in this MOU is intended to, or shall be construed to, create an employer-employee relationship, a joint venture relationship, or an agency relationship, or to allow the Court to exercise direction or control over the professional manner in which Probation or the County, performs the services which are the subject matter of this MOU. However, the services provided by Probation, shall be provided in a manner consistent with the standards governing such services and the provisions of this MOU.

In performing services under this MOU, Probation and the County, its agents, associates and employees shall not be entitled to any of the benefits or rights accruing to a Court officer or employee.

C22-107

As between the County, Probation and the Court, all parties exclusively assume the responsibility for its own acts and the acts of their agents, associates and employees as they relate to the services to be provided during the course and scope of this sub-contract.

14. NOTICES

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

COUNTY c/o	COURT c/o
County Administrative Officer, or designee 547 Market Street, Room 102 Colusa, CA 95932	Court Executive Officer, or designee 532 Oak Street Colusa, CA 95932

15. APPLICABLE LAW

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties thereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any questions of fact or law arising under this Agreement, which is not disposed of by agreement between the parties shall be decided by a different court of competent jurisdiction of the State of California, other than the Superior Court in the County of Colusa.

16. WAIVER OF TERMS

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

17. PERSONNEL

It is expressly understood that Court employees are not the employees of the County.

18. EQUAL EMPLOYMENT OPPORTUNITY

County and Court shall comply with U.S. Executive Order 1126 entitled, 'Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CAR Part 60).

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

C22-107

19. COPIES OF AGREEMENT

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

COLUSA COUNTY SUPERIOR COURT

By: _____
Court Executive Officer,
Colusa County Superior Court

COUNTY OF COLUSA, PROBATION DEPARTMENT

By: _____
Chief Probation Officer,
County of Colusa, State of California

COUNTY OF COLUSA

By _____
County Administrative Officer,
County of Colusa, State of California

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9478 : First Modification MOU between Probation & Superior Couirt of

COUNTY OF COLUSA, CA

2.16

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: **Ratify purchase order to Sutter Buttes Communications, Inc. (SBC) in the amount of $19,191.50 for the procurement and installation of lights, sirens and miscellaneous equipment for two Dodge Durango's for Probation's fleet.**

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

Detailed Description/Background of request

Probation has requested to outfit the two Dodge Durango's that they received in September 2023. This budgeted request includes: lightbars, siren/light controllers and miscellaneous safety equipment. In the past, we have had Sutter Buttes Communications, Inc. provide these services due to proximity and they also procure and program the Motorola radios used in the vehicles. Using the same vendor provides a savings of the County's resources including time shuttling the vehicles for installation.

Due to the time required to receive the equipment (12-15 weeks), at the direction of the Purchasing Agent a purchase order #15511162023 was sent to SBC so that the equipment could be ordered. Purchasing and Procurement is requesting that the Board ratify the purchase order to Sutter Buttes Communications, Inc. in the amount of $19,191.50 for the purchase and installation of the above equipment.

Prior Board Action

Approved purchase of seven Motorola Radios from Sutter Buttes Communications, Inc.

Fiscal Impact/Funding Source

Budgeted (155-57099-155-0)

Action for the Clerk

ATTACHMENTS:

- PO 15511162023, signed (PDF)

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

Purchase Order No.
15511162023

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc.
NAME	Andrew Welch
ADDRESS	445 Palora Ave.
	Yuba City, CA 95991
PHONE	530.673.3475

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Probation**
Contact	**Fanny Reynoso**
Address	**532 Oak St., Colusa, CA**
PHONE	**530.458.0693** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/16/2023	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			As Specified on Quote # AW10623-1		12,360.00

SUBTOTAL	12,360.00
CA Sales Tax .0875%	1,081.50
Labor/Install	5,300.00
Freight	450.00
TOTAL	19,191.50

BASED ON ATTACHED QUOTE
AW10623-1

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 11.16.23
Authorized by for Wendy G. Tyler — Date

Attachment: PO 15511162023, signed (9493 : Ratify Purchase Order to Equip Vehicles with Lights & Sirens)

Sutter Buttes Communications, Inc.

Proposal

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

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

Customer: Colusa Probation
Attention: Mike/Angela
Re: 2023 Dodge Durango Pursuit Build (2)
Fax:
Phone:
Email:

Proposal Date	10/6/2023
QUOTE#	AW10623-1
TERMS	Net 10
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Whelen XLP Inner Edge LED Lightbar	$960.00	$1,920.00
2	Whelen HHS Siren/Light Controller	$770.00	$1,540.00
2	Whelen High Beam Flasher	$65.00	$130.00
4	Whelen T-ION LED Light (For Grille Area)	$125.00	$500.00
4	Federal Signal Xstream LED Light (For Upper Rear Window)	$195.00	$780.00
2	Whelen Tail Light Flasher	$95.00	$190.00
2	Whelen 100 Watt Siren Speaker w/ Durango Specific Bracket	$270.00	$540.00
2	Setina Prisoner Cage	$815.00	$1,630.00
2	Setina Cargo Cage	$520.00	$1,040.00
2	Setina TPO Door Protection Panel	$280.00	$560.00
2	Setina Rear Window Steel Barrier	$290.00	$580.00
2	Patrol Power Wire Harness, Fuse Block, Timer Kit	$660.00	$1,320.00
2	Laird Standard VHF Antenna Kit	$45.00	$90.00
4	Innovative Magnetic Mic Clip	$40.00	$160.00
2	Misc., Wire, Loom, Hardware, Connectors, Etc.	$100.00	$200.00
	Items that may be needed depending on how the console is set up from Dodge		
2	Havis Cup Holder	$55.00	$110.00
2	Havis Faceplate for Radio	$30.00	$60.00
2	Havis Faceplate for Siren Controller	$30.00	$60.00
2	Havis Faceplate with USB/CLA	$165.00	$330.00
2	Havis Lock Box	$165.00	$330.00
2	Havis Open Top Storage Faceplate (For Pens, Etc.)	$40.00	$80.00
2	Havis Arm Rest	$75.00	$150.00
4	Havis Mic Clip Bracket	$15.00	$60.00

Notes: This proposal covers the purchase and installation of listed equipment into a 2023 Dodge Durango Pursuit. Scope of work to be done at SBC over a 5 day period. Please allow 12-15 weeks for delivery of equipment and build date from time of order placement. SBC honors all manufacturer's warranties and will cover labor for 5 years. Please note that freight is estimated and will be adjusted accordingly.

SUBTOTAL	12,360.00
TAX @8.75%	1,081.50
LABOR	5,300.00
EST. FREIGHT	450.00
	$19,191.50 PAY THIS AMOUNT

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

THANK YOU FOR YOUR BUSINESS!

File: Colusa Probation 23 Durango 2 Builds Quote AW10623-1

Printed: 10/6/2023

Attachment: PO 15511162023, signed (9493 : Ratify Purchase Order to Equip Vehicles with Lights & Sirens)

COUNTY OF COLUSA, CA

2.17

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Approve 2nd Amendment to the participation agreement with California Mental Health Service Authority (CalMHSA) for the Workforce Education and Training (WET) program.**

Approve 2nd Amendment to the participation agreement with **California Mental Health Service Authority (CalMHSA)** for the Workforce Education and Training (WET) program.

Detailed Description/Background of request

Behavioral Health is requesting a second amendment to the agreement with CalMHSA regarding the Workforce Education and Training (WET) program.

On February 15, 2022 Behavioral Health entered into an agreement (C22-030) and amended (C22-173) on August 16, 2022 with Office of Statewide Health Planning & Development (OSHPD) through CalMHSA for the Workforce Education and Training (WET) program which aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Behavioral Health was notified that Plumas County no longer wanted to participate in the program so their share is being divided up amongst the three remaining counties. This amendment will provide us with an additional $18,080 to award to our staff.

The agreement will be from July 1, 2021 to June 30, 2025.

Behavioral Health requests to replace Exhibit C "County Specific Funding" with an updated Exhibit C increasing the County match funds by $6,189.59.

Prior Board Action

C22-030
C22-173- 1st Amendment

Fiscal Impact/Funding Source

Colusa County Behavioral Health's additional match funds collected under the agreement in the amount of $6,189.59.

Action for the Clerk

Alaina Jones
CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815

ATTACHMENTS:

- 2nd Amendment California Mental Health Services Aughoiryt (CalMHSA)-WET program (PDF)
- C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (PDF)
- C22-030 Cal MHSA #1011-WET-2021-NC (PDF)

DocuSign Envelope ID: 7BAB6D89-E63B-49E2-940A-3DAFFC256E40

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
PARTICIPATION AGREEMENT AMENDMENT

This Agreement Amendment ("Amendment") is entered into effective as of the date of execution (the "Effective Date") by and between the California Mental Health Services Authority ("CalMHSA") and Colusa County ("Participant").

This Agreement Amendment No. 1004-WET-2021-COC-A2 modifies the terms of the initial Agreement No. 1004-WET-2021-COC and Agreement Amendment No. 1004-WET-2021-COC-A1 by modifying the program funding, as defined below.

Additional County Match Funds Collected under this Agreement: $6,189.59

All other provisions under the Initial Agreement No. 1004-WET-2021-COC and Agreement Amendment No. 1004-WET-2021-COC-A1, not cited in this Agreement Amendment, shall remain in full force and effect.

Participant:

Signed: _____ Name (printed): Tony Hobson

Title: BH Director Date: _____

Signed: _____ Name (printed): _____

Title: Board of Supervisors Chair Date: _____

CalMHSA

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

Title: Executive Director Date: _____

Attachment: 2nd Amendment California Mental Health Services Aughoiryt (CalMHSA)-WET program [Revision 1] (9497 : 2nd Amendment

DocuSign Envelope ID: 7BAB6D89-E63B-49E2-940A-3DAFFC256E40

Modified Exhibit C – COUNTY SPECIFIC FUNDING

Modified Colusa County Program Budget Allocation:

Initial Program Funds Allocation for County	$127,257.57
Initial Administrative Fee	$18,571.82
Additional Program Funds Allocation for County	$17,779.68
Additional Administrative Fee	$2,476.07
Total County Funding	$166,085.14

Modified Central Region WET Regional Partnership Colusa County Grant Match:

Initial County Share of OSPHD Regional Grant Award	$99,404.17
Initial County Match Funds Collected under this Agreement	$46,425.22
Additional County Share of OSPHD Regional Grant Award	$14,066.16
Additional County Match Funds Collected under this Agreement	$6,189.59
Total County Grant Funds	$166,085.14

Attachment: 2nd Amendment California Mental Health Services Aughoiryt (CalMHSA)-WET program [Revision 1] (9497 : 2nd Amendment

C22-173

Agreement No. 1004-WET-2021-COC-A1
Superior Regional Partnership – HCAI WET Grant
June 16, 2022

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

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

   Name of Program: **Superior Regional Partnership – HCAI WET Grant**

2. The Participation Agreement No.1004-WET-2021-COC is hereby amended by replacing Exhibits B and C in their entirety with the amended Exhibits B1 and C1 attached hereto.

3. The maximum amount payable under this Agreement is: **$33,773.24**

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

   ☑ Yes: Reversion Date 6/30/2031

   ☐ No.

5. The term of the Program is July 1, 2021 through June 30, 2025.

6. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: 9/1/22

Participant: Colusa County

Signed: _____ Name (Printed): J. Merced Corona

Title: [Board of Supervisors/ CAO] Date: 8/16/22

Signed: _____ Name (Printed): Richard Stout

Title: [County Counsel] Date: 8/16/22

Signed: _____ Name (Printed): Tony Hobson

Title: [Director, Behavioral Health Department] Date: 8/16/22

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

Participation Agreement
EXHIBIT B1 – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. CIBHS – Third-party administrator engaged by Lead County to act as the fiscal and administrative agent for Retention Activities under this Program.

C. HCAI – Department of Health Care Access and Information (formerly the Office of Statewide Health Planning and Development ("OSHPD")), a service organization focused on improving healthcare systems including workforce development and is the primary funder for this program.

D. Lead County – the County of Butte, in its capacity as Lead County for the Superior Region Counties to administer HCAI Grant Agreement No. 20-10019.

E. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA for Loan Repayment, Educational Stipends and Scholarships:

1. Act as the Fiscal and Administrative agent for loan repayment, stipends and scholarships.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Invoice participating counties for county match funds upon execution of the Participation Agreements.
4. Collect and hold county match funds.
   i. County match funds collected for Retention Activities will be held and administered by CIBHS.
5. Confirm match funds and provide Lead County and HCAI with copies of all PAs, invoices, and required financial statements.

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

6. Collect and hold HCAI WET Grant Award funds for loan repayment, stipends and scholarships, as received from Lead County, until such time as they are disbursed to awardees.

7. Manage awards for loan repayments, stipends and scholarships for contributing counties:

   a. Assist counties in developing expanded eligibility criteria.

   b. Assist counties in developing terms of agreement, including failure to meet/complete terms.

   c. Assist counties in developing loan repayment verification statements.

   d. Provide support and follow up with awardees:

      i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.

      ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.

8. Disbursement of funds to awardees

   a. Disburse funds allocated to loan repayment, stipends, and scholarships directly to awardees or institutions/ foundations.

   b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.

   c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.

9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.

11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.

12. Oversee loan repayment, stipends and scholarships fund distribution and management to include both match funds and HCAI WET Grant Awards, to the Superior Region Partnership Counties.

13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

B. Responsibilities of Participant:

1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Provide feedback on Program performance.
4. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is for forty-eight months.

B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. <u>Total County Match Funds</u>

1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is $46,425.22.

2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

a. County Match Funds to be collected from Participant in the amount of $33,773.24.
   i. Funding required from Participant will not exceed the County Match Funds of $33,773.24 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
   ii. NOTE: The portion of the County Match Funds collected allocated for Retention Activities in the amount of $6,099.55 shall be administered by CIBHS.

and;

b. Participant's share of Superior Region Carryover Funds in the amount of $12,651.98.
   i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

B. County Share of HCAI Grant Award

1. County share of HCAI Grant Award in the amount of $99,404.17 shall be administered by CalMHSA under the terms of the MOU Amendment fully executed on June 3, 2022, between Lead County and CalMHSA.
2. NOTE. Under HCAI Grant Agreement No. 20-10019 executed between HCAI and Lead County, the HCAI Grant Award shall be transferred to the Lead County, as outlined under Section E.1, Invoicing and Payment:
   a. 85% of Participant's share of HCAI Grant Award upon completion of deliverables outlined under Section E.1 of the HCAI Grant Agreement.
   b. 15% of Participant's share of HCAI Regional Grant Award upon collection and verification of Region Match Funds, on or before July 31, 2024.

C. Total County Funding administered by CalMHSA in the amount of $145,829.39 is inclusive of a CalMHSA Administrative Fee of $18,571.82.

D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd

EXHIBIT C1 –County Specific Funding
Participation Agreement

Colusa County Program Budget Allocation Administered by CalMHSA for Loan Repayment, Educational Stipends and Scholarships

County Program Funds Administered by CalMHSA	$127,257.57
Administrative Fee	$18,571.82
Total County Funding Administered by CalMHSA	$145,829.39

HCAI Grant and County Match Funds Administered by CalMHSA for Loan Repayment, Educational Stipends and Scholarships

County Share of HCAI Grant Award Administered by CalMHSA	$99,404.17
Total County Match Funds Collected	$46,425.22
Total County Funding Administered by CalMHSA*	$145,829.39

Note: *The above "Total County Funding" is inclusive of a $18,571.82 CalMHSA Administrative Fee.

Attachment: C22-173 1st Amendment California Mental Health Services Authority (CalMHSA) (No. 1004-WET-2021-COC-A1) (9497 : 2nd Amendment

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

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

   Name of Program: **Superior Regional Partnership – OSHPD WET Grant**

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

   ☑ Exhibit A Program Description

   ☑ Exhibit B General Terms and Conditions

   ☑ Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement is: **$33,773.24**

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

   ☒ Yes: Reversion Date 6/30/2031

   ☐ No.

4. The term of the Program is July 1, 2021 through June 30, 2025.

5. Authorized Signatures:

CalMHSA

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

Title: Executive Director Date: 2-28-22

Participant: Colusa County

Signed: _____ Name (Printed): Wendy G. Tyler

Title: Board of Supervisors/ CAO Date: 2/15/22

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel Date: 2/15/22

Signed: _____ Name (Printed): Noel O'Neill

Title: Director, Mental Health Department Date: 2/15/22

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. **Name of Program: Superior Regional Partnership – OSHPD WET GRANT**

II. **Term of Program:** This is a 48-month contract, beginning July 1, 2021 and terminating on June 30, 2025, with the option for early termination or extension as provided below.

III. **Program Objective and Overview:**

Objective: The 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Overview: As outlined in the Office of Statewide Health Planning and Development ("OSPHD") 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected four categories as their local priorities: Loan Repayment, Educational Stipend, Peer Scholarship, and Retention Activities. The Superior Region has partnered with CalMHSA to administer three of these categories:

1. Loan Repayment

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the first half of the funds after they complete a 12-month service obligation, and the second half of the funds after they complete a second 12-month service obligation. For recipients who are existing employees and have been employed for a minimum of 12 months upon application, the first half of the funds will be awarded upfront upon award, in exchange for a 12-month service obligation, and the second half of the funds will be awarded after the completion of the initial 12 month service obligation, in exchange for a further 12-month service obligation. Recipients will be able to apply for the award more than once.

2. Educational Stipend

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend,

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

3. Peer Scholarship

Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Invoice participating counties for county match funds.
4. Collect and hold county match funds.
5. Confirm matching funds and provide Superior Regional Lead, Butte County, and HCAI with copies of all PAs, invoices, and required financial statements.
6. Collect and hold OSHPD WET Grant Awards, as received from Superior Regional Lead, Butte County.
7. Manage awards for Loan Repayment, Educational Stipends and Peer Scholarships for contributing counties:
   a. Assist counties in developing expanded eligibility criteria by January 1, 2022.
   b. Review and score applications according to eligibility and scoring criteria.
   c. Communicate with applicants about award decisions and next steps.
   d. Assist counties in developing terms of agreement, including failure to meet/complete terms, by January 1, 2022.
   e. Assist counties in developing loan repayment verification statements by January 1, 2022.
   f. Provide support and follow up with awardees:

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.

ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.

8. Disbursement of funds to awardees

a. Disburse loans, stipends, and scholarships directly to awardees or institutions/ foundations.

b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.

c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.

9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.

11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.

12. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant Awards, to the Superior Region Partnership Counties.

13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Provide CalMHSA with eligibility and scoring criteria requirements and application window periods as applicable.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

III. Duration, Term, and Amendment

A. The term of the Program is for forty-eight months.

B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Total County Match Funds

1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is $46,425.22.

2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:

   a. County Match Funds to be collected from Participant in the amount of **$33,773.24**.
      i. Funding required from Participant will not exceed the County Match Funds of $33,773.24 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.

   and;

   b. Participant's share of Superior Region Carryover Funds in the amount of $12,651.98.
      i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

B. County Share of OSPHD Grant Award

1. County share of OSHPD Grant Award in the amount of $105,503.73 shall be transferred to CalMHSA by the Superior Regional Lead, Butte County, to administer under the terms of the MOU executed on October 26, 2021, between Butte County and CalMHSA.

2. NOTE. Under OSHPD Grant Agreement No. 20-10019 executed between OSPHD and Butte County, the OSPHD Grant Award shall be transferred to the Superior Regional Lead, Butte County, as outlined under Section E.1, Invoicing and Payment:
   a. Participant's share of OSHPD Grant Award in the amount of $89,678.17 upon completion of deliverables outlined under Section E.1 of the OSHPD Grant Agreement.
   b. Participant's share of OSHPD Regional Grant Award in the amount of $15,825.56, upon collection and verification of Region Match Funds, on or before July 31, 2024.

C. Total County Funding of $151,928.95 is inclusive of a CalMHSA Administrative Fee of 12.22% or $18,571.82.

D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

EXHIBIT C –County Specific Funding
Participation Agreement

Colusa County Program Budget Allocation:

Program Funds Allocation for County	$133,357.13
Administrative Fee	$18,571.82
Total County Funding	$151,928.95

Superior Region WET Regional Partnership Colusa County Grant Match:

County Share of OSPHD Grant Award	$105,503.73
Total County Match Funds	$46,425.22
Total County Funding	$151,928.95

Note: The above "Total County Funding" is inclusive of a $18,571.82 CalMHSA Administrative Fee.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (9497 : 2nd Amendment California Mental Health Service Authority -CalMHSA Participation

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Re-approve C23-222 with Butte County Department of Behavioral Health for placement of consumers in their facility, correcting Attachments by deleting Attachment 3.

Re-approve C23-222 with **Butte County Department of Behavioral Health** for placement of consumers in their facility, correcting Attachments by deleting Attachment 3.

Detailed Description/Background of request

Behavioral Health is requesting to re-approve agreement (C23-222) with Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services at Butte County's Psychiatric Health Facility (PHF) for the FY 23/24 without Attachment 3 HIPPA BUSINESS ASSOCIATE ADDENDUM as the agreement already includes HIPPA language. Butte County has requested the attachment be removed before signing the agreement.

The Psychiatric Health Facility is a 16-bed, 24-hour acute non-medical facility. The facility provides a safe environment for voluntary and involuntary clients needing acute care for mental illness to receive support and treatment. Services include: Evaluation and stabilization of acute psychiatric crisis, 24-hour nursing care and medication monitoring, referrals to appropriate community support and services, and psychiatric consultations.

Behavioral Health requests to re-approve the agreement with Butte County (C23-222) for placement of consumers in their PHF without Attachment 3 as requested by Butte County. The daily rate for placement is $2,306.61 per day with a maximum of $50,000 per fiscal year. The term of the agreement will be from July 1st, 2023 through June 30th, 2024.

Prior Board Action

C23-222 approved September 26, 2023

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons

Not to exceed $50,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:
Heather Gressmann
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404

ATTACHMENTS:

- CORRECTED - C23-222 Butte County Department of Behavioral Health (PDF)
- C23-222 PENDING Butte County Department of Behavioral Health (PDF)

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

REVENUE AGREEMENT
BETWEEN
COUNTY OF COULSA
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2023-2024

This Agreement is made and entered into by and between County of Colusa, a political subdivision of the State of California, through its Colusa County Mental Health Services, hereinafter referred to as COLUSA, and County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as BUTTE, collectively PARTIES and singularly PARTY.

RECITALS

COLUSA seeks to extend to residents of COLUSA County certain hospital-based psychiatric inpatient services which BUTTE is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

COLUSA believes it is in the best interest of the people of COLUSA County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (WIC) contain definitions, standards, procedures, and regulations by and pursuant to which COLUSA and BUTTE may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of COLUSA's obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, BUTTE and COLUSA agree as follows.

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statues or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. **Direction and Supervision:**

The services provided by BUTTE pursuant to this Agreement shall be furnished under the general supervision of the Director of BUTTE. The Director of BUTTE or his designee shall represent BUTTE in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all COLUSA clients for whom reimbursement is required under the terms of this Agreement, on behalf of BUTTE's Psychiatric Health Facility (PHF).

3. **Admission Procedures:**
BUTTE is authorized to admit psychiatric clients who are residents of COLUSA, without prior authorization from COLUSA, when those beneficiaries of COLUSA meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from COLUSA must follow all applicable concurrent review authorization processes and procedures as identified in BUTTE County Policy and with DHCS regulations, for COLUSA beneficiaries placed at the Butte County Psychiatric Health Facility (PHF). All admissions shall be for clients of COLUSA who meet the accepted standards of medically necessary treatment. COLUSA shall utilize Butte County PHF as a placement of last resort.

4. **Admission Policy:**
BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. The Butte County PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. **Description of Services:**
   a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by COLUSA. These clients must be referred by COLUSA utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by COLUSA. These services shall be provided in the Butte County PHF located at 592 Rio Lindo Ave in Chico, California, except that COLUSA shall conduct any necessary Court proceedings in regard to Conservatorships in COLUSA County.

   b. BUTTE shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq., or 5270 WIC, et seq., and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying COLUSA in line with PHF policy and procedures if any continued holds are anticipated. COLUSA may request copies of any Butte County PHF Policies at any time.

   c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under WIC 5250, 5260, and 5270, as

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

provided for in Sections 5150, et seq.

d. BUTTE shall inform the client of the complaint and grievance policy of the Butte County Mental Health Plan and notify COLUSA, in a timely manner, of any grievance filed by a client of COLUSA. Notifications shall be made in partnership with the Butte County Patient's Rights Advocate and/or Beneficiary Protections Designee. COLUSA shall provide all applicable access to COLUSA Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for COLUSA Beneficiaries receiving services at the Butte PHF.

e. BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.

f. BUTTE shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable Federal and State statutes and regulations.

6. **Quality of Care:**
As expressed conditions precedent to requiring COLUSA's payment obligation under the terms of agreement, BUTTE shall:

a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 WIC, et seq., and 14680 WIC, et seq.

b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.

c. Not discriminate against Medi-Cal or COLUSA's Short-Doyle designated beneficiaries in any manner, including admission practices.

d. COLUSA shall identify staff available to proactively engage in discharge planning and continuity of care coordination seven (7) days per week to ensure that all COLUSA beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.

e. COLUSA shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a COLUSA beneficiary is receiving services at the PHF.

7. **Level of Care:**
COLUSA shall make every effort to determine if the COLUSA clients referred for admission at the Butte County PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. COLUSA shall make all efforts to coordinate

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

with the BUTTE Hospitalization Team and as applicable to the beneficiary's placement.

8. **Referral Procedure:**
   a. COLUSA shall provide such information as shall be required to provide adequate care for the client prior to referral of each client. This information shall include, but not be limited to client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

   b. Prior to referral of any client to the PHF, COLUSA must have a medical clearance evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of BUTTE and if local treatment is required, it shall be arranged by COLUSA. When a client is to be transferred to the PHF with a medical problem which, in COLUSA's determination is an outpatient level of care, BUTTE shall review the determination and reserves the right to determine if the beneficiary can be managed on the PHF unit. COLUSA shall fully advise BUTTE of all medical conditions as part of a medical clearance included with each referral.

   c. COLUSA shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by COLUSA, the PHF must be designated by COLUSA to be able to write 5150's for COLUSA clients. COLUSA must provide transportation of all placements of COLUSA to and from Butte County and/or other placement facilities.

   d. COLUSA, before transporting a client into the PHF, shall ensure there is an agreed upon ETA with BUTTE and shall ensure that the beneficiary has been accepted for admission. COLUSA shall submit all referral packets containing the aforementioned clinical information to the Butte County Hospitalization Team and request review by the PHF.

   e. COLUSA shall notify the PHF of any cultural competency needs of clients referred to BUTTE, and COLUSA shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.

   f. Third Party Revenue: BUTTE retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;

      1. COLUSA shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if

COLUSA is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to Section WIC 5150, et seq., COLUSA shall mail documents to the PHF by Express Mail (or similar service) within 24 hours of admission.

2. Financial documents to accompany the client shall include the BUTTE Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. BUTTE shall make a best effort attempt to obtain necessary information required for third party billing purposes, from COLUSA's clients; however, if BUTTE is unsuccessful, then it is understood that COLUSA shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.

g. COLUSA shall provide a liaison and phone number that can be reached 24 hours a day for authorization on any clients referred pursuant to Section 5150 WIC, et seq. COLUSA shall respond to the PHF within four (4) hours of initial contact by the PHF.

9. On-Call Crisis Number (for COLUSA County):1-888-793-6580

All admissions are contingent upon bed availability with BUTTE residents being given admission priority. (BUTTE reserves the right to refuse any referral.)

10. Transportation and Client Preparation:

Transportation from COLUSA to the PHF and, upon discharge from the PHF to COLUSA, shall be the responsibility of and at the expense of COLUSA. All after-care arrangements shall be the responsibility of COLUSA. The PHF shall advise COLUSA prior to discharge so that appropriate discharge planning can be carried out.

a. COLUSA shall arrange for transportation of all clients back to COLUSA within 2 hours of termination of the 72-hour hold or any continued detention (WIC 5250,5260,5270)period in which the PHF may legally retain those involuntary clients that COLUSA refers to the PHF. In the event COLUSA does not arrange transportation for said clients, COLUSA shall provide and identify alternative transportation for said clients to COLUSA at COLUSA's expense and said expenses shall not be included within the expense limitations set forth in Item C. Payments of this Agreement.

b. In case of client discharge for cause (e.g., court order, certification hearing outcome, COLUSA's counsel recommendation, etc.) COLUSA shall arrange for all transportation back to COLUSA immediately.

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

c. COLUSA shall be responsible to provide after-care arrangements and transportation for all COLUSA clients whether referred by COLUSA or directly admitted without prior authorization as stipulated in this agreement.

B. TERM:

1. Term of Agreement:
Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. **Rate of Pay:**
   a. COLUSA shall pay BUTTE the difference between BUTTE's current rate of **$2,306.61** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding 24 hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

   Rate Subject to Change: The Fiscal Year 2023/2024 daily rate shall be determined after BUTTE's annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. COLUSA shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

   b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital based physician or psychological services.

2. **Payment Limitation:**
   a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of COLUSA for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by BUTTE which shall be billed to COLUSA in accordance with this Agreement.

   b. BUTTE shall invoice COLUSA in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. COLUSA shall remit payment to BUTTE within thirty (30) days of invoice date.

   c. If any amounts are found to be due by either PARTY as a result of an audit by

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

appropriate Federal, State, or BUTTE or COLUSA auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. **Disapproval of Claims:**
The validity of monthly payments to BUTTE, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, BUTTE shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between BUTTE and COLUSA that, with the exception of emergency admissions, COLUSA shall be authorizing reimbursement to BUTTE for both initial evaluation and ongoing care. Thus, BUTTE should be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which BUTTE agrees to take into account are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. **Nondiscrimination in Service, Benefits and Facilities:**
BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of AIDS or ARC, or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

   a. Denying persons any service or benefit;

   b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;

   c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;

   d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or

   e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit as provided by this Agreement.

2. **Confidentiality:**
Both PARTIES shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both PARTIES shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. BUTTE agrees not to release any record pertaining to any client of COLUSA without the written approval of the COLUSA County Department of Mental Health Director.

3. **Conformance with Federal Regulations:**
   BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. BUTTE services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. **Client Medical Records:**
   BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by BUTTE's personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. **Client Financial Records:**
   All client financial records shall be available for inspection and audit by the designated auditor of COLUSA or the State DHCS at a reasonable time during normal business hours.

6. **Records Retention:**
   All client records relating to this Agreement shall be prepared and maintained in accordance with WIC and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and BUTTE's outside auditors, and regular and special reports from BUTTE.

BUTTE may at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, BUTTE must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. **Right to Inspect:**
At reasonable times during normal business hours, DHCS, the COLUSA County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. COLUSA shall also have the right to audit and inspect any books and records of BUTTE, which pertain to services performed and determination of amount payable under this Agreement.

E. GENERAL PROVISIONS:

1. **Client Grievance Process:**
Each client admitted to the PHF pursuant to this Agreement shall be informed of BUTTE's complaint and grievance policy. At the PHF, BUTTE shall make available information on COLUSA's complaint/grievance resolution forms to COLUSA beneficiaries. Any grievance filed by a client of COLUSA shall be brought to the attention of the COLUSA County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to CCR, Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). COLUSA shall be responsible for supplying BUTTE with COLUSA's complaint/grievance information.

2. **Patients' Rights/Clients' Rights:**
BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by COLUSA's Patients' Rights Advocate, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. **Legal Requirements:**
In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal.,2001,CV 98-4181 AHM (AIJx)], BUTTE shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to BUTTE's PHF, as well as their representatives. It is the responsibility of BUTTE to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. **Indemnification:**
   a. BUTTE shall indemnify, defend, and hold harmless COLUSA, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from BUTTE's acts or omissions while performing under this Agreement. BUTTE's obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including COLUSA's and BUTTE's elected officials, officers, employees, and agents) and from damage to or destruction of any property (including COLUSA's and BUTTE's real and personal property.)

   b. COLUSA shall indemnify and hold harmless BUTTE and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from COLUSA's acts or omissions while performing under this Agreement. COLUSA's obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of BUTTE or persons employed by BUTTE or visiting BUTTE's site.

5. **Insurance:**
   a. During the entire term of this Agreement, BUTTE shall maintain a program of self-insurance at BUTTE's own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars ($1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. BUTTE shall provide notice of insurability to COLUSA, and provide COLUSA with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, BUTTE shall provide COLUSA with proof of insurance in the form required by COLUSA.

   b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. **Independent Contractor:**
   The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

7. **Assignment:**
Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude BUTTE from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. **Successors:**
This Agreement shall bind the successors of COLUSA and BUTTE in the same manner as if they were expressly named.

9. **Notices:**
Notices shall be given to BUTTE and COLUSA at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Kelly Marinello, Program Manager
Email: kmarinello@buttecounty.net
Telephone: 530.891.2775

County Contract Liaison:

Andrea Swenson, Senior Administrative Analyst
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email: aswenson@buttecounty.net
Telephone: 530.552.4901

COLUSA:

COLUSA County Mental Health Services
Anthony Hobson, Ph.D, Behavioral Health Director
162 E. Carson Street
Colusa, CA 95932
thobson@countyofcolusa.com
530.458.0520

10. **Entire Agreement:**
This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. **Amendment:**
This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. **Applicable Law and Forum:**
This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sara Miller, Assistant Director Date
Department of General Services

Approved as to form, Butte County Counsel
by: Brad J. Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF COLUSA

Kent S. Boes, Board Chair Date
County of Colusa,

Date

APPROVED AS TO FORM:

Date

Richard Stout, County Counsel
County of Colusa

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

By:
Patricia Rodriguez, Deputy Clerk

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Attachment 1

Client Information Check One: ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes ☐ No Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name {Other than Client)	Insured SSN

Financial Liability

Number of Persons (Family) Dependent on Income:

Income Type: ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income: $**

Responsible Persons Assets	Responsible Persons Monthly Expenses
Savings: $	Court Ordered: $
Bank Balances: $	Child Care: $
Market Value - Stocks: $	Dependent Care: $
Market Value - Bonds: $	Medical: $
Market Value - Mutual Funds: $	Retirement Contribution: $
Market Value - Other: $	

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health
Pavor Financial Information (PFI) Form - Version 1.1
Client Number:

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Attachment 2



Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

buttecounty.net/behavioralhealth

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. BUTTE pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. BUTTE pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, BUTTE will bear all risk of bodily injury and property damage losses that BUTTE is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found BUTTE'S self-insurance reserves to be adequately funded.

Attachment: CORRECTED - C23-222 Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

REVENUE AGREEMENT BETWEEN COUNTY OF COULSA AND COUNTY OF BUTTE FOR ACUTE PSYCHIATRIC INPATIENT CARE FISCAL YEAR 2023-2024

This Agreement is made and entered into by and between County of Colusa, a political subdivision of the State of California, through its Colusa County Mental Health Services, hereinafter referred to as COLUSA, and County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as BUTTE, collectively PARTIES and singularly PARTY.

RECITALS

COLUSA seeks to extend to residents of COLUSA County certain hospital-based psychiatric inpatient services which BUTTE is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

COLUSA believes it is in the best interest of the people of COLUSA County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (WIC) contain definitions, standards, procedures, and regulations by and pursuant to which COLUSA and BUTTE may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of COLUSA's obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, BUTTE and COLUSA agree as follows.

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statues or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. **Direction and Supervision:**

The services provided by BUTTE pursuant to this Agreement shall be furnished under the general supervision of the Director of BUTTE. The Director of BUTTE or his designee shall represent BUTTE in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all COLUSA clients for whom reimbursement is required under the terms of this Agreement, on behalf of BUTTE's Psychiatric Health Facility (PHF).

3. **Admission Procedures:**
BUTTE is authorized to admit psychiatric clients who are residents of COLUSA, without prior authorization from COLUSA, when those beneficiaries of COLUSA meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from COLUSA must follow all applicable concurrent review authorization processes and procedures as identified in BUTTE County Policy and with DHCS regulations, for COLUSA beneficiaries placed at the Butte County Psychiatric Health Facility (PHF). All admissions shall be for clients of COLUSA who meet the accepted standards of medically necessary treatment. COLUSA shall utilize Butte County PHF as a placement of last resort.

4. **Admission Policy:**
BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. The Butte County PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. **Description of Services:**
   a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by COLUSA. These clients must be referred by COLUSA utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by COLUSA. These services shall be provided in the Butte County PHF located at 592 Rio Lindo Ave in Chico, California, except that COLUSA shall conduct any necessary Court proceedings in regard to Conservatorships in COLUSA County.

   b. BUTTE shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq., or 5270 WIC, et seq., and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying COLUSA in line with PHF policy and procedures if any continued holds are anticipated. COLUSA may request copies of any Butte County PHF Policies at any time.

   c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under WIC 5250, 5260, and 5270, as

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provided for in Sections 5150, et seq.

d. BUTTE shall inform the client of the complaint and grievance policy of the Butte County Mental Health Plan and notify COLUSA, in a timely manner, of any grievance filed by a client of COLUSA. Notifications shall be made in partnership with the Butte County Patient's Rights Advocate and/or Beneficiary Protections Designee. COLUSA shall provide all applicable access to COLUSA Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for COLUSA Beneficiaries receiving services at the Butte PHF.

e. BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.

f. BUTTE shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable Federal and State statutes and regulations.

6. Quality of Care:

As expressed conditions precedent to requiring COLUSA's payment obligation under the terms of agreement, BUTTE shall:

a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 WIC, et seq., and 14680 WIC, et seq.

b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.

c. Not discriminate against Medi-Cal or COLUSA's Short-Doyle designated beneficiaries in any manner, including admission practices.

d. COLUSA shall identify staff available to proactively engage in discharge planning and continuity of care coordination seven (7) days per week to ensure that all COLUSA beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.

e. COLUSA shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a COLUSA beneficiary is receiving services at the PHF.

7. Level of Care:

COLUSA shall make every effort to determine if the COLUSA clients referred for admission at the Butte County PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. COLUSA shall make all efforts to coordinate

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with the BUTTE Hospitalization Team and as applicable to the beneficiary's placement.

8. **Referral Procedure:**
   a. COLUSA shall provide such information as shall be required to provide adequate care for the client prior to referral of each client. This information shall include, but not be limited to client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

   b. Prior to referral of any client to the PHF, COLUSA must have a medical clearance evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of BUTTE and if local treatment is required, it shall be arranged by COLUSA. When a client is to be transferred to the PHF with a medical problem which, in COLUSA's determination is an outpatient level of care, BUTTE shall review the determination and reserves the right to determine if the beneficiary can be managed on the PHF unit. COLUSA shall fully advise BUTTE of all medical conditions as part of a medical clearance included with each referral.

   c. COLUSA shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by COLUSA, the PHF must be designated by COLUSA to be able to write 5150's for COLUSA clients. COLUSA must provide transportation of all placements of COLUSA to and from Butte County and/or other placement facilities.

   d. COLUSA, before transporting a client into the PHF, shall ensure there is an agreed upon ETA with BUTTE and shall ensure that the beneficiary has been accepted for admission. COLUSA shall submit all referral packets containing the aforementioned clinical information to the Butte County Hospitalization Team and request review by the PHF.

   e. COLUSA shall notify the PHF of any cultural competency needs of clients referred to BUTTE, and COLUSA shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.

   f. <u>Third Party Revenue:</u> BUTTE retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;

      1. COLUSA shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

COLUSA is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to Section WIC 5150, et seq., COLUSA shall mail documents to the PHF by Express Mail (or similar service) within 24 hours of admission.

2. Financial documents to accompany the client shall include the BUTTE Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. BUTTE shall make a best effort attempt to obtain necessary information required for third party billing purposes, from COLUSA's clients; however, if BUTTE is unsuccessful, then it is understood that COLUSA shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.

g. COLUSA shall provide a liaison and phone number that can be reached 24 hours a day for authorization on any clients referred pursuant to Section 5150 WIC, et seq. COLUSA shall respond to the PHF within four (4) hours of initial contact by the PHF.

9. On-Call Crisis Number (for COLUSA **County):**1-888-793-6580

All admissions are contingent upon bed availability with BUTTE residents being given admission priority. (BUTTE reserves the right to refuse any referral.)

10. Transportation and Client Preparation:

Transportation from COLUSA to the PHF and, upon discharge from the PHF to COLUSA, shall be the responsibility of and at the expense of COLUSA. All after-care arrangements shall be the responsibility of COLUSA. The PHF shall advise COLUSA prior to discharge so that appropriate discharge planning can be carried out.

a. COLUSA shall arrange for transportation of all clients back to COLUSA within 2 hours of termination of the 72-hour hold or any continued detention (WIC 5250,5260,5270)period in which the PHF may legally retain those involuntary clients that COLUSA refers to the PHF. In the event COLUSA does not arrange transportation for said clients, COLUSA shall provide and identify alternative transportation for said clients to COLUSA at COLUSA's expense and said expenses shall not be included within the expense limitations set forth in Item C. Payments of this Agreement.

b. In case of client discharge for cause (e.g., court order, certification hearing outcome, COLUSA's counsel recommendation, etc.) COLUSA shall arrange for all transportation back to COLUSA immediately.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

c. COLUSA shall be responsible to provide after-care arrangements and transportation for all COLUSA clients whether referred by COLUSA or directly admitted without prior authorization as stipulated in this agreement.

B. TERM:

1. Term of Agreement:
Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. **Rate of Pay:**
   a. COLUSA shall pay BUTTE the difference between BUTTE's current rate of **$2,306.61** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding 24 hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

   Rate Subject to Change: The Fiscal Year 2023/2024 daily rate shall be determined after BUTTE's annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. COLUSA shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

   b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital based physician or psychological services.

2. **Payment Limitation:**
   a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of COLUSA for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by BUTTE which shall be billed to COLUSA in accordance with this Agreement.

   b. BUTTE shall invoice COLUSA in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. COLUSA shall remit payment to BUTTE within thirty (30) days of invoice date.

   c. If any amounts are found to be due by either PARTY as a result of an audit by

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

appropriate Federal, State, or BUTTE or COLUSA auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. **Disapproval of Claims:**
The validity of monthly payments to BUTTE, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, BUTTE shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between BUTTE and COLUSA that, with the exception of emergency admissions, COLUSA shall be authorizing reimbursement to BUTTE for both initial evaluation and ongoing care. Thus, BUTTE should be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which BUTTE agrees to take into account are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. **Nondiscrimination in Service, Benefits and Facilities:**
BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of AIDS or ARC, or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

   a. Denying persons any service or benefit;

   b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;

   c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;

   d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or

   e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit as provided by this Agreement.

2. **Confidentiality:**
Both PARTIES shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both PARTIES shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. BUTTE agrees not to release any record pertaining to any client of COLUSA without the written approval of the COLUSA County Department of Mental Health Director.

3. **Conformance with Federal Regulations:**
BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. BUTTE services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. **Client Medical Records:**
BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by BUTTE's personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. **Client Financial Records:**
All client financial records shall be available for inspection and audit by the designated auditor of COLUSA or the State DHCS at a reasonable time during normal business hours.

6. **Records Retention:**
All client records relating to this Agreement shall be prepared and maintained in accordance with WIC and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and BUTTE's outside auditors, and regular and special reports from BUTTE.

BUTTE may at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, BUTTE must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. **Right to Inspect:**
At reasonable times during normal business hours, DHCS, the COLUSA County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. COLUSA shall also have the right to audit and inspect any books and records of BUTTE, which pertain to services performed and determination of amount payable under this Agreement.

E. GENERAL PROVISIONS:

1. **Client Grievance Process:**
Each client admitted to the PHF pursuant to this Agreement shall be informed of BUTTE's complaint and grievance policy. At the PHF, BUTTE shall make available information on COLUSA's complaint/grievance resolution forms to COLUSA beneficiaries. Any grievance filed by a client of COLUSA shall be brought to the attention of the COLUSA County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to CCR, Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). COLUSA shall be responsible for supplying BUTTE with COLUSA's complaint/grievance information.

2. **Patients' Rights/Clients' Rights:**
BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by COLUSA's Patients' Rights Advocate, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. **Legal Requirements:**
In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal.,2001,CV 98-4181 AHM (AIJx)], BUTTE shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to BUTTE's PHF, as well as their representatives. It is the responsibility of BUTTE to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. **Indemnification:**
   a. BUTTE shall indemnify, defend, and hold harmless COLUSA, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from BUTTE's acts or omissions while performing under this Agreement. BUTTE's obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including COLUSA's and BUTTE's elected officials, officers, employees, and agents) and from damage to or destruction of any property (including COLUSA's and BUTTE's real and personal property.)

   b. COLUSA shall indemnify and hold harmless BUTTE and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from COLUSA's acts or omissions while performing under this Agreement. COLUSA's obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of BUTTE or persons employed by BUTTE or visiting BUTTE's site.

5. **Insurance:**
   a. During the entire term of this Agreement, BUTTE shall maintain a program of self-insurance at BUTTE's own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars ($1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. BUTTE shall provide notice of insurability to COLUSA, and provide COLUSA with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, BUTTE shall provide COLUSA with proof of insurance in the form required by COLUSA.

   b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. **Independent Contractor:**
   The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

7. **Assignment:**
Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude BUTTE from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. **Successors:**
This Agreement shall bind the successors of COLUSA and BUTTE in the same manner as if they were expressly named.

9. **Notices:**
Notices shall be given to BUTTE and COLUSA at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Kelly Marinello, Program Manager
Email: kmarinello@buttecounty.net
Telephone: 530.891.2775

County Contract Liaison:

Andrea Swenson, Senior Administrative Analyst
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email: aswenson@buttecounty.net
Telephone: 530.552.4901

COLUSA:

COLUSA County Mental Health Services
Anthony Hobson, Ph.D, Behavioral Health Director
162 E. Carson Street
Colusa, CA 95932
thobson@countyofcolusa.com
530.458.0520

10. **Entire Agreement:**
This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. **Amendment:**
This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. **Applicable Law and Forum:**
This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sara Miller, Assistant Director Date
Department of General Services

Approved as to form, Butte County Counsel
by: Brad J. Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF COLUSA

Kent S. Boes, Board Chair 9/26/23
County of Colusa, Date

Date

APPROVED AS TO FORM:

Date 9/27/23
Richard Stout, County Counsel
County of Colusa

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

By:
Patricia Rodriguez, Deputy Clerk

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Attachment 1

Client Information Check One ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information
Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal. ☐ Yes ☐ No Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name {Other than Client)	Insured SSN

Financial Liability **Number of Persons (Family) Dependent on Income:**

Income Type: ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income: $**

Responsible Persons Assets	Responsible Persons Monthly Expenses
Savings: $	Court Ordered. $
Bank Balances: $	Child Care: $
Market Value - Stocks: $	Dependent Care: $
Market Value - Bonds: $	Medical: $
Market Value - Mutual Funds: $	Retirement Contribution: $
Market Value - Other: $	

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health	
Pavor Financial Information (PFI) Form - Version 1.1	Client Number:

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

Attachment 2

Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. BUTTE pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. BUTTE pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, BUTTE will bear all risk of bodily injury and property damage losses that BUTTE is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found BUTTE'S self-insurance reserves to be adequately funded.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

ATTACHMENT 3

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C23-222 PENDING Butte County Department of Behavioral Health (9498 : Reapprove C23-222 with Butte County Department of

COUNTY OF COLUSA, CA

2.19

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve contract with Life Generations Healthcare for long-term skilled nursing services, effective November 1, 2023.

Approve contract with **Life Generations Healthcare** for long-term skilled nursing services, effective November 1, 2023.

Detailed Description/Background of request

Behavioral Health is requesting to enter into an agreement with Generations Healthcare who will provide the county with access to their Skilled Nursing Facilities to provide long-term care for consumers with severe and persistent psychiatric impairments.

Generations Healthcare has two Skilled Nursing Facilities (SNF) located in Fresno and Atwater. They will be providing long-term care for patients that require round-the-clock psychiatric care and treatment due to having episodic psychiatric illnesses of long duration which requires acute care. These individuals are incapable of caring for themselves and are conserved due to the disabling psychiatric disorders. The facilities emphasize restoring and or achieving increased levels of function and independence in order to promote a rapid return to the community. They offer a variety of activities and rehabilitation services for patients to instill the skills necessary to live independently.

The term of the agreement will be from November 1st, 2023 through June 30th, 2024. The compensation shall not exceed $100,000 for the FY 23/24.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons
Not to exceed $100,000 for the FY 23/24

Action for the Clerk

Please obtain signatures and send to:
Wendy Haining at wendyhaining@lifegen.net <mailto:wendyhaining@lifegen.net>

ATTACHMENTS:

- Generations Healthcare (DOCX)

- Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 (PDF)
- EXHIBIT B - Rate Schedules_2023-2024.v4 (PDF)
- Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)

C23-_____

LONG-TERM SKILLED NURSING PROFESSIONAL SERVICES CONTRACT

This long-term skilled nursing services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Life Generations Healthcare ("Contractor"), a Limited Liability Company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with long-term skilled nursing services**,** as more specifically detailed in Exhibit "A."

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

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $100,000 for FY 23/24, as provided for in Exhibit "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

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

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

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

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

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

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

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

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

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

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

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

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

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

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

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

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

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

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

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

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

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

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

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

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

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

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

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

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

If to County:	Behavioral Health Department Attn: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Life Generations Healthcare Attn: Legal Counsel 6 Hutton Centre Drive, Ste. 400 Santa Ana, CA 92707

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

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

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

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

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

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

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

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

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

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

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

A. Attachment - Exhibit "A" Scope of Services and Payment Provisions
B. Attachment – Exhibit "B" Rate Schedules
C. Attachment – Exhibit "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONSULTANT

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Patricia Rodriguez, Deputy

Attachment: Generations Healthcare [Revision 3] (9468 : Life Generations Healthcare)

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.

1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. Goals and Outcomes

Contractor's program shall have the following goals and objectives:

1.1. Goals:

1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.

1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.

1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.

1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.

1.1.5. Clients shall have reduced medication levels, as measured through medication usage.

1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; ex[illegible]

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning

1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.

1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.

1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.

2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

1) ***GHC of Contra Costa, LLC dba Baybery Skilled Nursing and Healthcare Center***

1800 Adobe Street

Concord CA 94520

2) ***GHC of SAC-SNF, LLC dba Gramercy Court***

2200 Gramercy Drive

Sacramento, CA 95825

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

3) ***GHC of Auburn, LLC dba Siena Skilled Nursing and Rehabilitation Center***

11600 Education Street

Auburn, CA 95603

4) ***GHC of Fresno, LLC dba Horizon Health & Subacute***

3034 Herndon Avenue

Fresno, CA 93722

5) ***GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center***

1685 Shaffer Road,

Atwater, CA 95301

2.2.1. 24 hours, seven days a week.

3. Requirements for Service Delivery

3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.

3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.

3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.

3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.

3.7.6. Screening/Referral Process:

3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

3.7.7. The following patients will not be acceptable for admission:

3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

https://www.thinkculturalhealth.hhs.gov/clas

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. Data Collection and Reporting Requirements

4.1. Quarterly status reports

5. Customer Satisfaction Surveys

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.

3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.

4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.

5. Patient Fees and Third-Party Billing:

   5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

   5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

   5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other

   contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

   5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.

   5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

Attachment: Exhibit A Scope of Services and Payment Provisions-Updated 10-30-23 [Revision 1] (9468 : Life Generations Healthcare)

EXHIBIT B
LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$250/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hour client facility that includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$275/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$300/day
**LTC Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A - $425/day B - $450/day C - $475/day
LTC Murcon Patch Rate	**Murphy Client**	A - $450/day B - $475/day C - $500/day

Attachment: EXHIBIT B - Rate Schedules_2023-2024.v4 [Revision 1] (9468 : Life Generations Healthcare)

SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services	$325/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$360/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$395/day
**STP Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A- $425/day B- $450/day C- $475/day
STP Murcon Patch Rate	**Murphy Client**	A- $475/day B- $500/day C- $525/day

Attachment: EXHIBIT B - Rate Schedules_2023-2024.v4 [Revision 1] (9468 : Life Generations Healthcare)

ANCILLARY SERVICES

Item	Pay Point Description	Pay Point Amount
Ancillary Services	This pay point is for Contractor costs related to: Transportation Costs, Client Accompaniment to Doctor's or Court Appointments, Costs to Move Clients to Contractor's facility, and other Medical/Pharmaceutical services related to the care of County contracted clients that are not reimbursed by Medi-Cal, contract expenses for specialists needed to meet Client's needs. It also includes any other expenses that need to be approved by the COR (Contracting Officer's Representative) in advance on case-by-case basis based on funding availability. Contractor must request and receive written approval in advance from the COR prior to invoicing the County. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.	Rates will be negotiated and agreed upon by both parties prior to the cost being incurred

** The Indigent Rate will apply when the Contractor admits a client from the County who is not enrolled nor covered for services under their traditional Medi-Cal benefits. The Indigent Rate shall never be less than the published Medi-Cal Rate plus the approved Patch Rate in effect at the time services are provided. When a County client is enrolled in a Managed Medi-Cal Plan which does not provide coverage for services, Contractor will work with the client's Conservator to disenroll from the Managed Medi-Cal Plan into traditional Medi-Cal, and such disenrollment shall be retroactively effective on the date of admission for services. However, if Medi-Cal does not provide retroactive eligibility, the non-covered days will be billed to the County at the STP Indigent Rate included in the rate section of this Agreement. Contractor will have one hundred eighty (180) days after the date of service to bill the STP Indigent Rate days to the County, no other billing timelines specified in this contract will apply. If Contractor receives payment from another payment source for the STP Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days paid by the other payment source.

Attachment: EXHIBIT B - Rate Schedules_2023-2024.v4 [Revision 1] (9468 : Life Generations Healthcare)

EXHIBIT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Attachment: Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM [Revision 1] (9468 : Life Generations Healthcare)

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

Attachment: Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM [Revision 1] (9468 : Life Generations Healthcare)

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business

Attachment: Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM [Revision 1] (9468 : Life Generations Healthcare)

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

Attachment: Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM [Revision 1] (9468 : Life Generations Healthcare)

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: Exhibit C - HIPAA BUSINESS ASSOCIATE ADDENDUM [Revision 1] (9468 : Life Generations Healthcare)

COUNTY OF COLUSA, CA

2.20

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve Amendment No. 1 with Kings View Professional Services to provide Electronic Health Record System (EHRS) services, effective July 1, 2023.

Approve Amendment No. 1 with **Kings View Professional Services** to provide Electronic Health Record System (EHRS) services, effective July 1, 2023.

Detailed Description/Background of request

Behavioral Health requests to amend the agreement (C21-152) for the Electronic Health Record System (EHRS) management and support with Kings View and terminate the current agreement with Kings View on December 31, 2023. This contract is being amended retro-actively due to Kings View's delay in getting the appropriate contract amendment to the County. The term of the agreement will be from July 1st, 2023 through December 31st, 2023. The total cost of the agreement will be $93,362.

The County has been utilizing Kings View for EHRS for a period of time, but recently made the decision to switch to a different system effective July 1, 2023. However, the County needs access to the Kings View data through December 31, 2023, so that we can complete our State Cost Report for FY 22/23. In addition, because King View performed all the billing and state reporting through June 30, 2023, we needed to remain under contract with them through the end of December 2023, so that they can resolve any billing issues that may have arisen with their final submissions.

This amendment reduces the scope of work and costs, as well as provides an early termination of all services.

Prior Board Action

C21-152 approved August 17, 2021

Fiscal Impact/Funding Source

The total cost of the amended agreement for the FY 23/24 will be $93,362
Budgeted: 003-53180-713-0 and 003-53180-711-0
The original contract costs agreed upon for the FY 23/24 was $226,086
The amendment will result in a savings of $132,724 for the FY 23/24

Action for the Clerk

Please obtain signatures and send to:
Kings View
Maria Rodriguez
1396 West Herndon Ave
Fresno, CA 93711

ATTACHMENTS:

- 1st Amendment Kings View-Electronic Health Record System (DOCX)
- Amendment No. 1 Kings View Professional Services FY 2023-24 (PDF)
- C21-152 Kingsview New Contract (PDF)

FIRST AMENDMENT TO ELECTRONIC HEALTH RECORD SYSTEM SUPPORT SERVICES AGREEMENT

This First Amendment to the electronic health record system support services agreement is between Colusa County (County), a political subdivision of the State of California, and Kings View Professional Services ("Contractor"), a California corporation.

Background

On July 1, 2021, the parties executed Agreement No. C21-152 for Contractor to provide Electronic Health Record System (EHRS) and all pay sources billing support services.

The parties now want to modify the agreement by deleting Agreement No. C21-152 and replacing with a new agreement.

Modification

The parties agree to modify the Contract effective June 30, 2023, as follows:

1. Contract No. C21-152 "*Agreement between Colusa County and Kings View Professional Services for Electronic Health Record Information Systems and All Pay Sources Billing Services*" is DELETED in its entirety and REPLACED with the Agreement attached to this Amendment.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

KINGS VIEW PROFESSIONAL SERVICES

_____Date:_____
Amanda Nugent Divine, PhD
Chief Executive Officer

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

_____
Patricia Rodriguez, Deputy

Attachment: 1st Amendment Kings View-Electronic Health Record System (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

This Agreement is made and entered into by and between the County of Colusa, hereinafter referred to as "County," and Kings View Professional Services, hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

WHEREAS, Contractor has been providing MIS support services for County's Electronic Health Record since its inception in 2011; and

WHEREAS, County implemented a new Electronic Health Record (EHR) on July 1, 2023 and continues to require support services for the continued migration and synthesis of data contained in the former E.H.R.; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree to the following:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Kings View Professional Services shall provide to County the services described in **Exhibit A**, titled, "**Scope of Services**," attached hereto and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. TERM. This Agreement shall commence on July 1, 2023, and shall terminate on December 31, 2023, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, attached hereto. **Compensation to Contractor shall not exceed Ninety Three Thousand, Three Hundred and Sixty-Two ($93,362) as outlined in the fiscal provisions of this Agreement in Exhibit B.**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, "**Fiscal Provisions**," attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Colusa County Behavioral Health Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Colusa Colusa County Behavioral Health Services 162 e. Carson Street Colusa, CA 95932	Kings View Professional Services 1396 W. Herndon Ave. Fresno, CA 93711 Attn: Amanda Nugent Divine, PhD Chief Executive Officer

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions
Exhibit D – Business Associate Agreement

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B**, **Exhibit C,** entitled **"Compliance Provisions," and Exhibit D,** entitled **"Business Associate Agreement,"** attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire Agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

EXHIBIT A – SCOPE OF SERVICES

1. CONTRACTOR'S RESPONSIBILITIES.

1.1 Contractor will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.2 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.3 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of $0.25 cents per page.

1.4 Upon discovery of a reportable breach by Contractor, the Contractor must notify County within 24 hours of a suspected breach incident by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer to fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

1.5 Upon termination of the Agreement all Protected Health Information provided by Colusa County Behavioral Health Services to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1.6 Contractor will notify the County about any change that may affect Contractor's eligibility and/or ability to provide services including, but not limited to, changes in licensing, certification, and ownership and address.

2. REPORTING REQUIREMENTS. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

3. RECORDS RETENTION.

3.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If, at the end of the retention period, there is

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of the litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be destroyed or disposed of appropriately.

3.2 Clinical records of each client served at the Facility shall be the property of County and shall be kept at least ten (10) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years or ten (10) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until the minor has reached age 25. All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information, including but not limited to section 5328 of the Welfare and Institutions Code (W&I 5328), and Title 45, and CFR section 205.50, as well as CFR 42. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Director or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act 1967 (MHSA), as amended.

4. DESCRIPTION OF SERVICES.

This Scope of Services is applicable to the utilization of the current Cerner Community Behavioral Health and migration to Cerner Integrated – Community Behavioral Health. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

A. KVPS-Cerner Support

1. Contractor will provide the following forms of documentation:
   - **a.** Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
   - **b.** Data/Reports
   - **c.** Participate in Meetings/Calls
   - **d.** Load, verify, and test promotions needed to facilitate moving Cerner Anasazi to a read-only database effective 12.31.2023.
2. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.

3. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
4. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities, and processes for each party.

B. Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support for CMHC and Cerner software:

1. Contractor will provide clean-up of any claims prior to July 1, 2023.
2. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
3. Contractor will provide training and support to program staff for program processes required in the month-end process.
4. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the sole party responsible for ensuring timeliness, accuracy, and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
5. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare, or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare, or other third-party payer in accordance with Cerner Software policy and procedures.
6. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
7. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

8. When Contractor makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.
9. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's Cerner application.

C. State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behave of County:
   a. NACT 274 – monthly
   b. Finder File generation & support – monthly

D. Ongoing Support of Application Service Provider (ASP) And Hosting Services

1. CONTRACTOR will provide access for COUNTY'S concurrent users on KVPS's Domain hosted by Cerner in Kansas City.

2. CONTRACTOR will notify COUNTY in advance of all upgrades or modification which may impact access to the Data Center servers and software which affect the EHR, billing or operations, except in cases where immediate action is required to protect data, hardware or personnel.

3. CONTRACTOR will work with Cerner Data Center support to resolve connectivity issues.

4. Contractor will provide Customer staff with at least 24 hours' notice when planned system maintenance time is required.

5. Cerner Support for new promotions, DSM-V licenses, Mertech licenses, VDF licenses, Cerner Hosting Services.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

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E. Data Extract Professional Services – Electronic Health Record

1. Colusa County migrated their operations to a new Electronic Health Record during FY 22/23.
2. Kings View Professional Services will not provide services to develop, test, validate, certify, reformat, combine/link data, or participate on any implementation team for competitor's EHRS applications.
3. Kings View Professional Services has non-disclosure agreements with Cerner (Oracle) to ensure confidentiality of intellectual and proprietary property. All data extracts will be done within the current functionality of the Cerner EHRS adhering to all non-disclosure agreements in place.
4. In the event County requires additional data which Kings View Professional Services cannot provide. Contractor will put County in contact with Cerner support to discuss any data needs and appropriate fees to Cerner for services at County's expense. Contractor will not be involved in this process.
5. Contractor will review data elements County requests to determine timelines for standard data extractions. Data will be provided in CVS or flat file format with fields appropriately labeled. Contractor will adhere to standard formatting based on data element based on current functionality of Cerner/Anasazi EHRS. Any custom formatting, linking, combining of data or files will be responsibility of new EHRS vendor and County.
6. County is aware some data like clinical charts are not exportable due to the structure of Cerner EHRS. Contractor will show County how to export clinical charts to PDF for attachment as a document to new EHRS if functionality exists in new EHRS.

End of Contract Procedure:

County and Contractor will meet quarterly at the beginning of each quarter to determine the amount of services County may need to complete use of Cerner EHRS and KVPS support.

Termination of Services:

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

At the end of term, County and Contractor will work to transfer Cerner EHRS over to County control in order for County to maintain access to data under an agreement with Oracle Corporation, the current owner of the legacy Cerner EHRS.

Contractor's obligation to maintain system or data access of County data will be transferred to County and Oracle Corporation. Contractor highly recommends County continues with Oracle hosting services until County is ready to archive data or no longer needs access to meet state and federal regulations.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 Contractor's shall invoice prior to the completion deadlines imposed by Department of Health Care Services in order for County to make payment prior to payment deadlines agreed upon by County and Contractor.

2.2 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. PAYMENT TERMS. County shall reimburse Contractor on a monthly basis of 1/6th the total for Services at the monthly rate of $15,560.33 (fifteen thousand, five hundred and sixty and thirty-three cents) monthly for services provided to Colusa County Behavioral Health Services during Fiscal Year 2023-24. As referenced on page 10 of Scope of Services. The monthly amounts will be due on the first day each month commencing with the Effective Date of the contract.

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Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

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Scope of Service Item		Dollar Amount
A.	General Support Responsibilities: Monthly Medi-Cal Billing and A/R, including Promotions needed before 12.31.2023	$12,000
B.	Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support for Cerner Anasazi Software	$20, 846
C.	State Report	$5,000
D.	Cerner Software Maintenance and Hosting Services	$55,516
TOTAL		**$93,362**

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Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

EXHIBIT C – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. NON-DISCRIMINATION. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

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

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

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. AGREEMENTS IN EXCESS OF $100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).
4.2 Clean Water Act, as amended (33 USC 1368).
4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
4.4 Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738).

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

5. INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars ($1,000,000) combined single limit coverage per occurrence.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars ($1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Colusa as additional insured. Contractor shall provide County certificates of insurance within 30 days of the date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Colusa as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties and as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

18. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Colusa County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in or for the benefit of third parties.

22. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Colusa County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

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Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND KINGS VIEW PROFESSIONAL SERVICES FOR MIS SUPPORT SERVICES FOR FISCAL YEAR 2023-24

EXHIBIT D

Business Associate – Qualified Service Organization Agreement

THIS HIPAA BUSINESS ASSOCIATE and QUALIFIED SERVICE ORGANIZATION AGREEMENT (the "Agreement") is entered into effective July 1, 2023 (the "Effective Date"), by and between **Kings View Professional Services,** ("Business Associate/Qualified Service Organization") and **Colusa County Behavioral Health Services** (the "Covered Entity").

Business Associate/Qualified Service Organization and Covered Entity have a business relationship (the "Relationship" or the "Agreement") in which Business Associate/Qualified Service Organization may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate/Qualified Service Organization on behalf of Covered Entity. Business Associate is also a Qualified Service Organization (QSO) under 42 CFR, Part 2 and agrees to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information. Therefore, if Business Associate is functioning as a Business Associate or QSO to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this Business Associate/Qualified Service Organization Agreement.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the HIPAA and CFR 42 Part 2 Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

Specific definitions:

(a) **Business Associate**. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Kings View Professional Services*** *(name of contractor)***.**

(b) **Qualified Service Organization**. "Qualified Service Organization" shall generally have the same meaning as defined in 42 CFR 2.11, and in reference to the party to this agreement, shall mean ***Kings View Professional Services*** *(name of contractor)***.**

(c) **Covered Entity**. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean ***Colusa County Behavioral Health Services.***

(d) **HIPAA Rules**. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 as well as the HITECH Act.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

(e) **CFR 42 Part 2**. "CRF 42 Part 2" shall mean the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations.

Obligations and Activities of Business Associate/Qualified Service Organization

Business Associate/QSO agrees to:

(a) **Limitations on Uses and Disclosures of PHI.** Business Associate/QSO shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/QSO, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations. See Permitted Uses and Disclosures by Business Associate below.

(b) **Required Safeguards to Protect PHI.** Use, and document the implementation of, appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement;

(c) **Reporting of Improper Use and Disclosures or Breaches of Unsecured PHI.** Report to Covered Entity within 24 business hours of Business Associate/QSO becoming aware of any use or disclosure of protected health information not provided for by the Agreement. Business Associate/QSO shall also report to Covered Entity within 24 business hours any breaches of unsecured protected health information as required at 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
Colusa County Behavioral Health Services
Phone: _____

(d) **Mitigation of Harmful Effects.** Business Associate/QSO agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate/QSO in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate/QSO shall cooperate with Covered Entity's breach notification and mitigation activities and shall be responsible for all costs incurred by Covered Entity for those activities.

(e) **Access to Information.** Within five (5) business days of a request by the Covered Entity, make available protected health information in a designated record set as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event an individual delivers directly to the Business Associate/QSO a request for access to protected health information, the Business Associate/QSO shall within two (2) business days forward such request to the Covered Entity.

(f) **Availability of PHI for Amendment.** Within five (5) business days of request of a Covered Entity, make amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. This includes, but is not limited to, the Business Associate/QSO providing such information to the Covered Entity for amendment and incorporation of any such amendment(s) in the protected health information. In the event an individual delivers

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

directly to the Business Associate/QSO a request for amendment(s) to protected health information, the Business Associate/QSO shall within two (2) business days forward such request to the Covered Entity.

(g) **Documentation of Disclosures.** Maintain a record of all disclosures of protected health information and information related to such disclosures, including the name of the recipient and the date of disclosure. If known, the records shall also include, the address of the recipient of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure which includes an explanation of the basis of such disclosure;

(h) **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate/QSO that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate/QSO shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate/QSO on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/QSO, Business Associate/QSO shall within two (2) days forward such request to Covered Entity.

(i) **Availability of Books and Records.** Business Associate/QSO shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate/QSO on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate/QSO shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.

(j) **Electronic PHI.** To the extent that Business Associate/QSO creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate/QSO shall:

(I) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;

(II) Ensure that any agent to whom Business Associate/QSO provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and

(III) Report to Covered Entity any security incident of which Business Associate/QSO becomes aware.

(k) **Business Associate/QSO as Agent of Covered Entity**. To the extent the Business Associate/QSO is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate/QSO shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

Permitted Uses and Disclosures by Business Associate/QSO

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

(a) Business Associate/QSO may only use or disclose protected health information:

(i) To carry out its duties to the Covered Entity pursuant to the terms of the Relationship.

(ii) For its own proper management and administration; and

(iii) To carry out its legal responsibilities.

(b) Business Associate/QSO may use or disclose protected health information as required by law.

(c) Business Associate/QSO agrees to limit uses and disclosures and requests for protected health information to the minimum amount necessary to accomplish the purpose of the request, use, or disclosure, and consistent with the Covered Entity's minimum necessary policies and procedures.

(d) Business Associate/QSO may disclose protected health information for the proper management and administration of the Business Associate/QSO or to carry out the legal responsibilities of the Business Associate/QSO, provided the disclosures are required by law, or Business Associate/QSO obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. Additionally, Business Associate/QSO must obtain an agreement from the receiving party to immediately notify the Business Associate/QSO of any instances of which it is aware in which the confidentiality of the information has been breached.

(e) Business Associate/QSO may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate/QSO of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate/QSO's use or disclosure of protected health information.

(b) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate/QSO's use or disclosure of protected health information.

(c) Covered Entity shall notify Business Associate/QSO within five (5) business days of notice of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate/QSO's use or disclosure of protected health information.

42 CFR Part 2 – Substance Abuse Treatment PHI

(a) **Qualified Service Organization Status.** To the extent that in performing its services for or on behalf of Covered Entity, Business Associate/QSO uses, discloses, maintains, or transmits protected health information that is protected by 42 CFR, Part 2, Business Associate/QSO acknowledges and agrees that it is a QSO for the purpose of such federal law. Business

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

Associate/QSO acknowledges that in receiving, storing, processing or otherwise dealing with any PHI from the Covered Entity, it is fully bound by 42 C.F.R. Part 2.

(b) **Judicial and Administrative Proceedings.** Business Associate/QSO will resist any efforts, including judicial proceedings, to obtain PHI except as provided in 42 C.F.R. Part 2. In the event Business Associate/QSO receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/QSO's response to such request. Business Associate/QSO shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.

(c) **Limitations**. Business Associate/QSO may use and/or disclose PHI within BA/QSO for the proper management and administration of its business, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Business Associate/QSO may use and/or disclose PHI within BA/QSO to carry out its legal responsibilities, except as otherwise limited by the Agreement or 42 C.F.R. Part 2. Re-disclosure of client information to third party is prohibited by 42 CFR Part 2 except to report violations of law as permitted by HIPAA and 42 C.F.R. Part 2.

(d) **Notification.** Covered Entity will notify Business Associate/QSO of any changes in or revocation of authorization by an Individual to use or disclose PHI. Covered Entity will notify Business Associate/QSO of any Individual requests for restrictions to the use or disclosure of PHI. Business Associate/QSO acknowledges it is fully bound by HIPAA and 42 C.F.R. Part 2.

(e) **CFR 42 Part 2 Precedence**. Mandatory provisions of HIPAA preempt provisions of the Agreement. Provisions of the Agreement not mandated by HIPAA but nonetheless permitted by HIPAA will control. In the event of inconsistencies between HIPAA and 42 C.F.R. Part 2, the more restrictive rule will control.

Parties will comply with any and all federal, state and local laws pertaining to client confidentiality including, but not limited to, state mental health and developmental disability confidentiality law, state and federal drug and alcohol confidentiality laws and state AIDS/HIV confidentiality laws.

Term and Termination

(a) **Term**. The Term of this Agreement shall be effective as of **July 1, 2023** and shall terminate at the time **Kings View Professional Services** (*Business Associate/QSO*) ceases to provide **State Mandated cost Reporting** for **Colusa County Behavioral Health Services** or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) **Termination for Cause**. Business Associate/QSO authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate/QSO has violated a material term of the Agreement. At the Covered Entity's option, the Covered Entity may permit the Business Associate/QSO to cure or end any such violation within the time specified by the Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

(c) **Obligations of Business Associate/QSO Upon Termination**.

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

(i) Upon termination of this Agreement for any reason, Business Associate/QSO shall return to Covered Entity or, at the Covered Entity's discretion and direction, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate/QSO on behalf of Covered Entity, that the Business Associate/QSO still maintains in any form. This provision shall apply to protected health information that is in the possession of the Business Associate/QSO or agents of the Business Associate/QSO. Business Associate/QSO shall retain no copies of the protected health information.

(ii) Upon termination of this Agreement for any reason, Business Associate/QSO may retain certain protected health information for its own management and administration or to carry out its legal responsibilities at the discretion of the Covered Entity. With respect to such protected health information necessary for Business Associate/QSO's own management and administration or to carry out its legal responsibilities which was received from Covered Entity, or created, maintained, or received by Business Associate/QSO on behalf of Covered Entity, Business Associate/QSO shall:

1) Retain only that protected health information which is necessary for Business Associate/QSO to continue its proper management and administration or to carry out its legal responsibilities.
2) Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate/QSO still maintains in any form.
3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate/QSO retains the protected health information;
4) Not use or disclose the protected health information retained by Business Associate/QSO other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (d) above under "Permitted Uses and Disclosures By Business Associate/QSO" which applied prior to termination; and
5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate/QSO when it is no longer needed by Business Associate/QSO for its proper management and administration or to carry out its legal responsibilities.

(d) **Survival**. The obligations of Business Associate/QSO under this Section shall survive the termination of this Agreement.

Miscellaneous

Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(a) **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA, CFR 42 Part 2, HITECH, the Privacy Standards, Security Standards or Transactions Standards and any other applicable law.

(b) **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and CFR 42, Part 2.

(c) **Injunctive Relief**. Business Associate/QSO stipulates that its unauthorized use or disclosure of protected health information while performing services pursuant to this Agreement would cause

Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

(d) **Indemnification**. Business Associate/QSO shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate/QSO of its obligations under this Agreement.

(e) **Exclusion from Limitation of Liability**. To the extent that Business Associate/QSO has limited its liability under the terms of this Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/QSO's breach of its obligations relating to the use and disclosure of protected health information.

(f) **Owner of Protected Health Information**. Under no circumstances shall Business Associate/QSO be deemed in any respect to be the owner of any protected health information used or disclosed by or to Business Associate/QSO by Covered Entity.

(g) **Third Party Rights**. The terms of this Agreement do not grant any rights to any parties other than Business Associate/QSO and Covered Entity.

(h) **Independent Contractor Status**. For the purposed of this Agreement, Business Associate/QSO is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

Kings View Professional Services	**Colusa County Behavioral Health Services**
By: _____	By: _____
Name: Amanda Nugent Divine, PhD	Name: Tony Hobson
Title: Chief Executive Officer	Title: Behavioral Health Services Director

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Attachment: Amendment No. 1 Kings View Professional Services FY 2023-24 (9469 : Amendment No. 1 Kings View)

Agreement between Colusa County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Cerner Community Behavioral Health Electronic Health Record System – EHRS and Cerner Integrated - EHRS, other management consulting services and assistance with billing of all pay sources.

B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. PURPOSE.

   COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. TERM.

   a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2021 through June 30, 2024 unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by over the prior fiscal year as outlined in Exhibit A.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRATOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed $5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibits B through D not to exceed max annual amounts. Any increases from vendors will be documented and approved via addendum to contract.

4. **INSURANCE.**

a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.

ii. **General Liability** - insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.

iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.

v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII.

b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least $1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.

b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.

i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.

ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.

iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi)

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

a. **General Indemnification for COUNTY**. CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

b. **General Indemnification for CONTRACTOR**. COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.

i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:

1. obtain for the COUNTY the right to use such materials;

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

2. replace or modify the materials so they become non-infringing; or
3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

ii. CONTRACTOR has no obligation to the extent any claim results from:

1. modification of the materials other than at the direction of CONTRACTOR, or
2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR**. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. **INTELLECTUAL PROPERTY RIGHTS.**

a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Cerner retains sole and

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

b. It is expressly understood by COUNTY and CONTRACTOR that Cerner will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Cerner for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Cerner to develop the enhancement or software product

c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Cerner's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

b. Obligations. COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.

c. Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

d. Report of Unauthorized Use or Disclosure of Company Information.

i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

ii. COUNTY will not allow any person other than an Authorized User or Cerner or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Cerner holding that person to the same requirements as this part 9 and COUNTY has been notified by Cerner that this Agreement has been executed and that the Person has permission to access and use the Cerner Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Cerner Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Cerner or Contractor, unless the contractor has signed an agreement with Cerner for the protection of Cerner's Intellectual Property rights.

iii. COUNTY understands that Cerner's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Cerner staff and Authorized Users from retaining possession of Cerner Company Information. COUNTY will immediately notify Contractor and Cerner if it becomes aware that any person other than an Authorized User or Cerner or Contractor staff has or appears to have in their possession Cerner Company Information, or makes unsubstantiated claims that Cerner has granted permission to that person to use Cerner customer Information to support COUNTY.

e. Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

f. Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

rules of the Software Products and the documentation are the Intellectual Property of Cerner and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Cerner. Cerner will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Cerner.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge. There is hereby made a part hereof the provisions of Exhibit "D" - Business Associates, which is incorporated by reference herein.

b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.

b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

c. **Fraud and Abuse**. Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:

i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;

iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or

iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration

1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or

2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

d. **Changes in the Law**. In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

17. **DRUG-FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.

19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

20. **INTEREST OF PUBLIC OFFICIALS**. No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **DISPUTE RESOLUTION**.

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state of federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated resolution of any dispute.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

24. **CONTROLLING LAW.**

    a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.

    b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and this Agreement shall be construed as if jointly prepared by the parties.

25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the Colusa County Superior Court.

26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.

29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Colusa County Behavioral Health
Attn: Noel O"Neil
Behavioral Health Director
162 E. Carson Street
Colusa, CA 95932
(530) 458-0843

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF Colusa

By _____ Date: 8/17/21
Gary J. Evans, Chair
Colusa County Board of Supervisors

APPROVED AS TO FORM

By _____ Date: 8/17/21
David Prentice, Interim
County Counsel

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

By _____ Date: 8/17/21
for Melissa Kitts, Deputy Clerk

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By Amanda Nugent-Divine, CEO Date: 8/17/2021
Amanda Nugent Divine, CEO
Kings View Professional Services

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

EXHIBIT A

COLUSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: FY 21/22 - $151,868 **Terms: 1/12th monthly**
FY22/23-$154,906
FY 23/24 - $158,003

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System and migration to a future EHRS when County decides. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor supports (as defined in this scope of work) the following EHRS Software products currently in use or planned by County:
    - Client Data System
    - Scheduling System
    - Assessment & Treatment Planning System
    - Doctor's Home Page & E-Prescribing System
    - Cost Accounting System

2. Contractor will provide consultative services to County concerning

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

current design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by County as needed.

3. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.
4. Contractor will advise on and oversee load EHRS promotions:
   a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
      - Summary of the purpose(s)
      - List of known and potential risks
      - List of known and potential benefits
      - Reporting implications
      - Identify any additional report functionality
   b. Test EHRS promotions and work out known bugs.
   c. Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
   d. County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.
5. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
6. Contractor will provide the following forms of documentation:
   a. Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
   b. Provide Risk/Benefit Analysis of Credible Promotions (see A.4

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

above).

c. Provide County with Kings View Professional Services Status Report overall operations of County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

d. Document County's system schema as it relates to Kings View Professional Services provision of services and at the discretion of County's Information Technology management.

e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:

f. Data/Reports

g. Participate in Meetings/Calls

7. Status Reporting
   a. Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
   b. Complete Kings View Professional Services Status Quarterly Report
8. Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
9. Contractor will use all reasonable efforts to work with EHRS Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
10. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
11. Contractor will maintain management forms and related data tables for State reporting, billing and security.
12. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.

13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.

14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.

15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the EHRS Electronic Health Record System.

16. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:

    a. Power outage beyond 1 workday and
    b. Corruption of data.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with EHRS Software policy and procedures.

5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.
8. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's EHRS application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

and Email after normal business hours, including all holidays.

4. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
   a. California Outcomes Measurement System (CalOMS)
   b. Client and Service Information (CSI)
   c. Child and Adolescent Needs and Strengths (CANS)
   d. Pediatric Symptom Checklist (PSC 35)
   e. Adult Outcome Report – TBD
3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be documented and approved via an addendum to current agreement.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
    - Timeliness of Service
    - Case Assignments
    - Demographics
    - Service Entry
    - Assignments
    - MORS
    - CANS
    - PSC35
    - Up to 4 additional TBD as mutually agreed

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Item 1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

become a part of Contractor's library of dashboards available to all customers.

4. Contractor will monitor and maintain dashboards utilized by customer.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM

TOTAL: $75,010 Milestone Fees (2): $37,505

Credible Electronic Health Record System (EHRS):

- 15 Named Users, up to 10 Concurrent users
- Clinician Homepage
- Doctors Homepage
- Client Demographics/Services/Billing
- Real Time Eligibility
- Clinical Documentation and Progress Notes
- Assessments and Treatment Planning
- Mobile
- Client Portal
- Compliance and Audit Management
- Messaging/Alerts/Texting
- State Reporting
- eRx with Controlled Substances
- eLabs
- eMAR – Electronic Medication Administration
- HIE – Health Information Exchange Functionality

Credible Implementation included in above pricing.

- Project Management
- Training
- System Configuration
- Data Conversion and Validation
- Weekly calls/webinars
- System Acceptance
- Go-Live Support

Implementation start date and timeline to be mutually agreed between County and Contractor.

Milestone Fee 1 - Due Start Month - $37,505
$25,634 pre-paid deposit applied
Amount Due: $11,871
Milestone Fee 2 - Due Go-Live Month 07/01/2022 - $37,505

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

EXHIBIT C

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM
SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: $63,432 **Monthly Fee: $5,286**

- Core Monthly User Fees – 55 Named Users / 45 Concurrent Maximum
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS, due 06/01/2022.

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

EXHIBIT D

COLUSA COUNTY

KINGS VIEW PROFESSIONAL SERVICES -
CERNER SUPPORT AGREEMENT

Scope of Service Item		FY2021-2022	FY 2022-2023	FY2023-FY2024
A.	**ANNUAL RECURRING COSTS**	$33,365	$34,466	$0
	a. Support Agreement - Cerner			
	b. DSM-V Licenses	$427	$427	$0
	c. Mertech and VDF License	$975	$975	$0
	e. Hosting Cerner	$16,500	$17,500	$18,500
B.	**Prior Year Hosting Cerner FY-2020-2021**	$3,034		
Total		**$54,301**	**$53,368**	**$18,500**

Attachment: C21-152 Kingsview New Contract (9469 : Amendment No. 1 Kings View)

COUNTY OF COLUSA, CA

2.21

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

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

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

Detailed Description/Background of request

The Sheriff's Office has budgeted and requested a 2024 Ford F-150 crewcab 4x4 (Responder) pickup to replace an existing administration vehicle. On September 7, 2023, Purchasing reached out to Downtown Ford Sacramento the CMAS vendor for Ford vehicles and found that the ordering window was closing the following day for these vehicles. Due to the time constraint, the Purchasing Agent signed the purchase order to meet the deadline.

This purchase uses CMAS contract number 1-22-23-20F CLIN 27 for the law enforcement "Responder" model of the Ford F-150 crewcab 4x4 pickup. The cost of the vehicle is $53,761.65 with additional tire, DMV and delivery fees of $401.19. The final total is $54,162.84. Purchasing and Procurement respectfully requests that the Board ratify purchase order 31209072023.

Prior Board Action

Approval of prior CMAS vehicle purchases

Fiscal Impact/Funding Source

Budgeted (312-57199-312-0)

Action for the Clerk

None

ATTACHMENTS:

- PO 31209072023, signed (PDF)

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

Purchase Order No.
31209072023

PURCHASE ORDER

VENDOR	Downtown Ford
NAME	Sandra Scott
ADDRESS	sandrascott@fordsacramento.com
PHONE	916.252.6260

REQUISITIONER ADDRESS

NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS

NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
9/7/2023	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		F-150 CREWCAB PICKUP 4X4 - RESPONDER	44,158.00	44,158.00
			ADDITIONAL OPTIONS SEE ATTACHED		5,278.00
			CMAS CONTRACT # 1-22-23-20F CLIN 27		

SUBTOTAL	49,436.00
CA Sales Tax .0875%	4,325.65
ADDITIONAL DEALER FEES (DMV, TIRE, ETC) TBD	X.XX
FINAL TOTAL TBD	53,761.65

BASED ON ATTACHED ORDER FORM OPTIONS SEE ATTACHED

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

9/7/23
Date

Attachment: PO 31209072023, signed (9501 : Ratify Purchase Order for Sheriff's Office Vehicle)

UPGRADE TO F-150 CREWCAB PICKUP 4X4 - RESPONDER

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES

STATE OF CALIFORNIA CONTRACT 1-22-23-20F CLIN 27

MAJOR STANDARD EQUIPMENT		
4X4, 3.5L V6 ENGINE, 10-SPEED AUTOMATIC TRANSMISSION WITH TOW-HAUL MODE, 5.5' BED / 145"WB, 7050 GVWR, 23 GAL FUEL TANK, BLACK FRONT AND REAR STEP BUMPERS, RUBBER FLOORING , MANUAL MINDOWS, A/C, AM/FM RADIO, CLOTH SEATS, FRONT 40/BLANK/40	W1P/ 150A	**44,158.00**
BASE COLOR	**ITM #**	**PRICE**
OXFORD WHITE	YZ	0.00
AGATE BLACK	UM	0.00
RACE RED	PQ	0.00
CARBONIZED GRAY	M7	0.00
ICONIC SILVER	JS	0.00
STONE GRAY	D1	0.00
ATLAS BLUE	B3	0.00
TUTONE PAINT - 2 FRONT DOORS AND ROOF PAINTED WHITE		1,950.00
TUTONE PAINT - 4 DOORS AND ROOF PAINTED WHITE		2,350.00
FACTORY-INSTALLED OPTIONS		
POWER GROUP - INCLUDED POWER LOCKS, WINDOWS, POWER MIRRORS STANDARD	85A	0.00
POWER PASSENGER SEAT	61P	295.00
SYNC 4 STANDARD	52P	0.00
BLIND SPOT INFO SYSTEM	91B	590.00
BACKUP ALARM	85H	145.00
CHROME BUMPERS	17C	317.00
DAYTIME RUNNING LIGHTS	942	45.00
TRAILER TOW PACKAGE	53A	1,367.00
TRAILER BRAKE CONTROLLER - REQUIRES TRAILER TOW PACKAGE	67T	276.00
FLOOR LINERS	47R	260.00
POLICE ENGINE IDLE	47P	260.00
KEYED ALIKE	627	50.00
FOG LAMPS	595	140.00
LED SPOT LIGHTS	59S	175.00
REVERSE SENSING SYSTEM STANDARD	76R	0.00
RUNNING BOARDS - PLATFORM TYPE	18B	250.00
INTERIOR UPGRADE PACKAGE	19A	595.00
REMOTE KEYLESS ENTRY - TRUCK COMES WITH NO FOB UNLESS THIS IS SELECTED	67P	340.00
LED WARRNING STROBES - AMBER	94S	650.00
DEALER UPFIT & SERVICE BODY		
CAMPER SHELL - LEER LEGEND	CUST	2,738.00
MATERIAL RACK	ULTRA	1,395.00
PRIVACY GLASS	ULTRA	375.00
SPRAY-IN BEDLINER	ULTRA	595.00
UNDERSEAL CHASSIS	SHOP	499.00
TOOLBOX - DIAMOND PLATE CROSSBOX	CUST	895.00
ACCESSORIES		
EXTRA KEY WITH KEY FOB - MAXIMUM OF 5 KEYS PER VEHICLE	CKE	299.00
MANUAL - SHOP (CD-ROM)	PARTS	357.00
WARRANTY - EXTRA CARE, 5YR/100,000MILE/$0.00 DEDUCTIBLE	ESP	2,842.00

N FORD SALES | (916) 442-6931 | WWW.DOWNTOWNFORDSALES.COM

Attachment: PO 31209072023, signed (9501 : Ratify Purchase Order for Sheriff's Office Vehicle)

COUNTY OF COLUSA, CA

2.22

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Sheriff

FROM: Mathew Purcell

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

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

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 $23,531.00, plus a cost match by the County for a total project cost of $39,644.00.

Prior Board Action

Previously the Board through Resolution No. 23-014 authorized the Sheriff to apply for the grant funds.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $39,644.00; Off Highway Motor Vehicle Law Enforcement Grant Year 2023/2024, Fiscal Year 2023/2024 in the amount of $23,531.00 with a cost match of $16,113.00. 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:

- Project Agreement G23-03-05-L01 (PDF)
- Resolution NO. 23-014 (PDF)

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: G23-03-05-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Colusa County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **10/04/2023** THROUGH **10/03/2024**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **$23,531.00** (Twenty Three Thousand Five Hundred Thirty One 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: Joe Garofalo 3CC5842481B6409...	AUTHORIZED SIGNATURE: DocuSigned by: Jennifer Grady EB116C06AF0443B...
AUTHORIZED NAME: Joe Garofalo	AUTHORIZED NAME: Jennifer Grady
TITLE: Sheriff	TITLE: Grants Manager
DATE: 10/30/2023	DATE: 10/30/2023

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:	SUPPLIER ID NUMBER:	FUND DESCRIPTION:
C32-35-085	0000002869	Off-Highway Vehicle Trust Fund

REPORTING STRUCTURE:	ACCOUNT:	ACTIVITY:	CHARGE AMOUNT:		PROGRAM:
37900550	5432000	62685	23,531.00		2855
BU:	REF:	FUND:	CHAPTER:	ENY/STATUTE	FISCAL YEAR:
3790	101	0263	12	2023	2023/2024

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

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

N/A

Contract # C32-35-085, Colusa County Sheriff's Office, Grants and Cooperative Agreements Program - 2023, Date: 10/26/2023 Page

Packet Pg. 383

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
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) :**	G23-03-05-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 Law Enforcement patrol, installation of signs, placement of barriers, creation of maps, and search and rescue. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Staff-Law Enforcement Officers - Sergeants Notes : Staff overtime requested at approximately 60% grant funds and 40% matching funds to fund law enforcement officer overtime shifts. *** There was an increase in hourly rates: A 3% cost of living increase this past year. Some sergeants received a 2.5% county	150.0000	100.000	HRS	15,000.00	9,000.00	6,000.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	x-step increase and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. This is an average of our sergeants' salaries during overtime. This average has been too low the past couple of years compared to how much it should have been. 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.						
	2. Staff-Law Enforcement Officers - Deputies Notes : Staff overtime requested at approximately 60% grant funds and 40%	150.0000	85.000	HRS	12,750.00	7,650.00	5,100.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	matching funds to fund law enforcement officer overtime shifts. *** There was an increase in hourly rates: A 3% cost of living increase this past year. A 2.5% county x-step increase for some and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. This is an average overtime salary for our deputies on the OVH Team. Example of Deputy 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.						
Total for Staff					27,750.00	16,650.00	11,100.00
2	**Contracts**						
3	**Materials / Supplies**						

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	1. Materials / Supplies-Safety Equipment Notes : Four sets of Personal Protective Equipment (PPE) to replace old worn out equipment that is ten or more years old. We also have new team members joining the OHV Team this year that will need new equipment, such as helmet and gloves. This equipment is to be used 100 percent of the time for OHV patrol and will be purchased with 100 percent grant funds and 0 percent matching funds. The goal is to replace the old worn-out Team members gear with new gear and supply our new members with new gear. We are planning on adding 2 to 4 new deputies to the OHV Team this summer. Bell SRT full face helmets at approximately $350.00 a piece. INBIKE breathable mesh riding gloves at approximately	4.0000	350.000	EA	1,400.00	1,400.00	0.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	$35.00 a piece.						
4	**Equipment Use Expenses**						
	1. Equipment Use Expenses-Vehicle Operations - Fuel Notes : Fuel reimbursement at .655 cents per mile when driving to the project area from the Colusa County Sheriff's Office, while driving in the project area and from driving to the Sheriff's Office from the project area. The fuel reimbursement will be at 100% grant funds and 0% matching funds. The vehicles used for our 2022 grant cycle were both purchased with grant funds and will be used 100% percent of the time for OHV operations. The vehicles used will be a 2017 Dodge 2500 4X4 (purchased with grant and match funds) and a 2019 Polaris RZR XP4 1000 (purchased with grant and match funds).	2250.0000	0.655	MI	1,474.00	1,474.00	0.00
	2. Equipment Use Expenses-Vehicle	2.0000	450.000	EA	900.00	900.00	0.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Operation and Maintenance Notes : Annual service and preventative maintenance for our 2017 Dodge 2500 (purchased with grant and match funds) and our 2019 Polaris RZR XP4 1000 (purchased with grant and match funds). Per the manual, under the periodic maintenance chart our 2019 Polaris RZR requires an oil change every 50 hours, general lubrication maintenance such as lubricating fittings, pivots, cables, etc. are required every 50 hours as well.These are only a few of the general maintenance recommendations from the owners manual. Our Dodge 2500 requires an oil change every 4,000 miles. This is just some of the required maintenance required by Dodge, not to count any general maintenance that						

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	comes up while patrolling during the OHV season.						
	3. Equipment Use Expenses-Tires for OHV Truck Notes : New tires for our 2018 Dodge Ram 2500 OHV Truck. Purchased previously with OHV grant funds. The tires would be a Cooper off road tire. It's been years since we purchased tires for our OHV truck and the tire tread is beginning show significant wear. This will be purchased at approximately 7 percent grant funds and 93 percent matching funds.	4.0000	402.500	EA	1,610.00	107.00	1,503.00
	4. Equipment Use Expenses-Tires for OHV RZR Notes : New tires for our 2019 Polaris RZR XP4 1000. Purchased previously with OHV grant funds. The new tires would be a Terrabite Radial 30X10X14 hard terrain tire.	4.0000	325.000	EA	1,300.00	1,300.00	0.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	The RZR is used to patrol a mountainous and rough terrain. Tire damage and tread wear is expected. It's been years since we have purchased new tires for the RZR and it's due. The tires would be purchased using 100 percent grant funds.						
Total for Equipment Use Expenses					5,284.00	3,781.00	1,503.00
5	**Equipment Purchases**						
6	**Others**						
	1. Replacement door kit for UTV Notes : full replacement door kit for 2019 Polaris RZR XP4 1000 UTV (previously purchased with OHV grant funds). These full doors would replace the stock doors that came with the RZR. The current doors provide no wind or water protection. We patrol a lot of the time when the conditions are wet and cold. Full doors would provide better protection for the conditions.	1.0000	1300.000	EA	1,300.00	1,300.00	0.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	This door kit would be purchased with 100 percent grant funds.						
	2. Windshield for Polaris RZR UTV Notes : Super ATV hard coated flip up front windshield for our 2019 Polaris RZR XP4 1000 UTV (previously purchased using OHV grant funds). This item would be purchased using 100 percent grant funding. This is another highly requested item by our OHV team members. A windshield provides added protection against the elements such as wind and rain. This windshield can flip up making it useful during any weather. This item has been requested in previous years grants but had to be cut out due to final grant funding.	1.0000	400.000	EA	400.00	400.00	0.00
Total for Others					1,700.00	1,700.00	0.00
Total Program Expenses					36,134.00	23,531.00	12,603.00
TOTAL DIRECT EXPENSES					36,134.00	23,531.00	12,603.00

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs- Supervisor hours / payroll hours Notes : Hours of time for payroll, logs, time sheets, reimbursement paperwork, stats and management of the grant. This includes any work on the UTV / OHV Truck, installation of equipment onto our UTV or truck, payroll, creating new spreadsheets or forms. Sergeant rate on non-holiday weekends is approximately 90 dollars per hour and we're asking for 100% match funding.	39.0000	90.000	HRS	3,510.00	0.00	3,510.00
Total Indirect Costs					3,510.00	0.00	3,510.00
TOTAL INDIRECT EXPENSES					3,510.00	0.00	3,510.00
TOTAL EXPENDITURES					**39,644.00**	**23,531.00**	**16,113.00**

TOTAL PROJECT AWARD	**23,531.00**	

Attachment: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

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: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 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: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 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: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 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: Project Agreement G23-03-05-L01 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

RESOLUTION NO. 23-014

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

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

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

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

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

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

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

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

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Attachment: Resolution NO. 23-014 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

PASSED AND ADOPTED this 28th day of March, 2023 by the following vote:

AYES: Supervisors J. Merced Corona, Daurice K. Smith, Gary J. Evans, and Kent S. Boes.

NOES: None.

ABSENT: Supervisor Janice A. Bell

Kent S. Boes, Board Chair

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

Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

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

By: _____ Deputy

Attachment: Resolution NO. 23-014 (9475 : Ratify -Approve 2023/2024 OHV Grant/Law Enforcement-Project Agreement)

COUNTY OF COLUSA, CA 2.23

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept October 2023 Treasury Monthly Investment Report as presented.

Accept October 2023 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request
Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

ATTACHMENTS:

- 10_23 TREASURY REPORT (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE ~~11.07.23~~ 12.05.23
AS OF 10.31.23

MUNICIPAL BONDS	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CB2								-			
574348CC0	701,354.94	0.87%	1.075%	705,005.00	700,000.00	700,000.00	06/01/24	680,533.00			
574348CD8	703,389.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	651,868.00			
797299LXO	656,075.85	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	593,923.95			
260888AD4	401,210.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	355,144.00			
130179KW3	842,912.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	732,312.00			
899141BB0	671,668.07	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	579,348.60			
260888AE2	603,849.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	517,758.00			
971252AB7	-			-	-			-			
971252AD3	230,527.22	0.73%	0.970%	231,729.60	230,000.00	230,000.00	08/01/24	221,552.10			
971252AH4	186,567.24	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	158,045.50			
971252AK7	267,867.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	215,511.25			
971252AL5	571,870.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	447,666.45			
797679CF2	260,795.12	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	227,546.80			
797669ZR2	3,151,717.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,480,318.50			
6723225N45	1,276,220.61	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,084,307.40			
38122NB35	12,244,233.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	9,973,080.00			
79739GPE0	714,150.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	550,641.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	444,192.00			
13048VZT8	504,614.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	414,545.00			
13048VZU5	395,783.11	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	319,938.15			
055022AK3	1,165,169.78	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	937,169.50			
79770GJG2	2,042,108.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,616,620.00			
79739GPM2	253,377.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	202,180.00			
854434AH0	543,635.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	435,211.80			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,537,780.00			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	779,840.00			
Municipal Total	**31,789,650.60**			**32,037,015.30**	**31,300,000.00**	**31,300,000.00**		**26,157,033.00**			**18.7%**
US Treasury/Agency Securities											
3133ENZP8*	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,098,320.00			
3134GX2X1*	4,996,250.00	5.00%	5.017%	4,996,250.00	5,000,000.00	5,000,000.00	09/30/27	4,880,250.00			
3130AUXL3*	-			-	-	-		-			
3130AVHN5*	5,000,000.00	5.50%	5.500%	5,000,000.00	5,000,000.00	5,000,000.00	03/28/25	4,971,650.00	C 04.24.23		
3030AVLH3*	4,999,500.00	5.50%	5.500%	4,999,500.00	5,000,000.00	5,000,000.00	04/24/28	4,906,450.00			
3130AT3P0*	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,415,615.00			
3130ATD95*											
3130ATQG5*	-			-	-	-		-	M $2,000.00		
3130AUTV6*	5,000,000.00	5.50%	5.500%	5,000,000.00	5,000,000.00	5,000,000.00	02/24/28	4,913,800.00	C 01.05.23		
3133ENR77*	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	09/28/23	4,927,500.00			
3134GX4L5*											
3134GY5Y4*	5,000,000.00	5.25%	5.250%	5,000,000.00	5,000,000.00	5,000,000.00	12/09/24	4,987,400.00	C 02.16.23		
3130AU4T8*	5,000,000.00	5.58%	5.580%	5,000,000.00	5,000,000.00	5,000,000.00	06/30/27	4,935,850.00			
3130AU4J0*	-			-	-	-		-			
3133EN6H8*	5,000,000.00	5.40%	5.400%	5,000,000.00	5,000,000.00	5,000,000.00	01/18/28	4,907,150.00	C 01.17.23		
3134GYE32*	5,000,000.00	5.28%	5.280%	5,000,000.00	5,000,000.00	5,000,000.00	01/27/28	4,895,300.00			
3134GYCA8*	4,999,500.00	5.20%	5.200%	4,999,500.00	5,000,000.00	5,000,000.00	01/10/25	4,963,950.00			
3130AXB72*	5,000,000.00	6.50%	6.500%	5,000,000.00	5,000,000.00	5,000,000.00	10/03/28	5,001,000.00			
3130AXFG8*	5,225,000.00	6.25%	6.250%	5,225,000.00	5,225,000.00	5,225,000.00	10/19/28	5,229,075.50			
3134H1GG2*	5,000,000.00	6.25%	6.250%	5,000,000.00	5,000,000.00	5,000,000.00	10/26/28	4,995,850.00			
3134H1CJ0*	3,000,000.00	6.25%	6.250%	3,000,000.00	3,000,000.00	3,000,000.00	09/28/28	2,972,910.00			
3134H1CJ0-ALAMO*	5,000,000.00	6.25%	6.250%	5,000,000.00	5,000,000.00	5,000,000.00	09/28/28	5,000,000.00			
3134GX3R3*	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,672,514.00			
Treasury/Agency Total	**84,894,900.00**			**84,894,900.00**	**84,900,000.00**	**84,900,000.00**		**83,674,584.50**			
Grand Total	**$ 116,684,550.60**			**116,931,915.30**	**116,200,000.00**	**116,200,000.00**		**109,831,617.50**			**49.9%**
Interest Liability	-										
NET BOOK	**116,684,550.60**										
								(6,852,933.10)	Unrealized Gain/Loss		

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$51,991,058.80	5.56%	
COP Project Fund*	$10,103,704.81		30.6%

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	68,424.79	3.67%		
REC DIST 108	66,203.70	3.67%	3.75%	
REC DIST 1004	-	3.67%	3.75%	
COUNTY	186.48	3.67%	3.75%	
CCOE	130.16	3.67%	3.75%	
TOTAL LAIF	134,945.13			
CASH	1,271,428.17			0.1%
TOTAL LIQUID	53,397,432.10			0.7%
GRAND TOTAL	**$ 170,081,982.70**	**31.40% Liquidity**		100.0%

INTEREST RECEIVED

October 22023	635,208.62	10/31/2023	Est. 5.00%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	Est. 5.00%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%

Note 1: Union Bank of California & Alamo did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 31.34%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 10_23 TREASURY REPORT (8842 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **December 5, 2023**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Amended Policy No. 308.1 Mandatory Paid Sick Hours Policy**

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

Detailed Description/Background of request

On October 4, 2023, Governor Gavin Newsom signed Senate Bill (SB) No. 616 into law. SB 616 amends California's paid sick leave law to expand mandatory paid sick leave from three days or twenty-four hours to five days or forty hours. The increased paid sick leave requirements take effect on January 1, 2024.

Under the existing policy, Colusa County Extra Help employees are entitled to the following:

- The employee can accrue one hour of sick leave for every 30 hours worked.
- The employee is entitled to use paid sick hours beginning on the ninetieth day (90th) of employment.
- Paid sick hours are limited to using not more than twenty-four (24) hours in each year of employment.
- The accrual is limited to forty-eight (48) hours.
- Paid sick hours must be used in a minimum of two (2) hours and only on scheduled days of work.
- Use must be for eligible reasons and includes eligible family members as listed in the Policy.
- Upon separation of employment unused accrued hours are not paid off. If the employee is rehired within a twelve-month period the unused accrued hours are reinstated.

To comply with this legislative mandate, Policy 308.1 *Mandatory Paid Sick Hours Policy*, which applies to Colusa County Extra Help employees only, has been revised as follows:

- The limit on use of paid sick hours increased from twenty-four (24) hours to forty (40) in each year of employment.
- The maximum accrual cap increased from forty-eight (48) to eighty (80) hours.

Recommendation: Staff recommends the Board approve the attached revised

Mandatory Paid Sick Hours Policy to comply with the recent legislative change.

Prior Board Action
Policy 308.1 *Mandatory Paid Sick Hours Policy* was revised, effective January 1, 2023, to comply with legislative change imposed by AB1041, which amended the Healthy Workplaces, Healthy Families Act of 2014, by expanding the definition of the term "family member" to include a designated person.

Policy 308.1 *Mandatory Paid Sick Hours Policy* was first adopted on June 30, 2015 to comply with the Healthy Workplaces, Healthy Families Act of 2014.

Fiscal Impact/Funding Source
Additional expense of up to an additional sixteen hours of paid non-work time for each extra help employee and possible additional expense if back filling with an extra help employee.

Action for the Clerk
None.

ATTACHMENTS:

- Mandatory Paid sick Hours Poliy Rev.010124 REDLINE (DOCX)
- Mandatory Paid sick Hours Poliy Rev.010124 FINAL (DOCX)

MANDATORY PAID SICK HOURS POLICY

POLICY NUMBER: 308.1
DATE ADOPTED: 06/30/15
REVISED: 01/01/23, 01/01/24

I. Purpose

A. The purpose of this Policy is to comply with the Healthy Workplaces, Healthy Families Act of 2014 (Act).

B. This Policy shall be administered in accordance with applicable laws by the Human Resources Director who may issue further procedural guidelines to accomplish its purpose.

II. Applicability

A. This Policy applies to employees of the County of Colusa who are not covered by the sick leave provisions of the Colusa County Personnel Rules and/or a negotiated Memorandum of Understanding between the County of Colusa and a bargaining representative. This Policy does not apply to county employees who are members of either a represented or unrepresented bargaining unit or elected officials. This Policy does not extend to in-home supportive services employees (IHSS).

III. Definitions

A. "Family member" means any of the following:

1. A child, which for purposes of this Policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

3. A spouse or a registered domestic partner.

4. A grandparent or a grandchild.

5. A sibling.

6. A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

Attachment: Mandatory Paid sick Hours Poliy Rev.010124 REDLINE (9481 : Amended Mandatory Paid Sick Hours Policy)

B. "Health care provider" is a physician, surgeon or osteopath as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the California Government Code.

C. "Paid Sick Hours" means time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by the County to an employee for the purposes described in Section V. "Reasons for Leave".

IV. Eligibility

A. An employee who, on or after July 1, 2015, works for Colusa County for thirty (30) or more days within a year from the commencement of employment is entitled to Paid Sick Hours as specified in this Policy.

B. An employee shall accrue Paid Sick Hours at the rate of one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later.

C. An employee shall be entitled to use accrued Paid Sick Hours beginning on the ninetieth (90th) day of employment, after which day the employee may use Paid Sick Hours as they are accrued.

D. Accrued Paid Sick Hours shall carry over to the following year of employment. Use of Paid Sick Hours is limited to forty (40) ~~twenty-four (24)~~ hours in each year of employment.

E. Total accrual of Paid Sick Hours is limited to eighty (80) ~~forty-eight (48)~~ hours.

F. The County will not provide compensation to an employee for accrued, unused Paid Sick Hours upon termination, resignation, retirement, or other separation from employment.

G. If an employee separates from County and is rehired by the County within one year from the date of separation, previously accrued and unused Paid Sick Hours shall be reinstated. The employee shall be entitled to use those previously accrued and unused Paid Sick Hours and to accrue additional Paid Sick Hours upon rehiring.

H. The County shall provide each eligible employee with written notice that sets forth the amount of Paid Sick Hours available, on the employee's itemized wage statement check receipt.

Attachment: Mandatory Paid sick Hours Poliy Rev.010124 REDLINE (9481 : Amended Mandatory Paid Sick Hours Policy)

I. Paid Sick Hours under this Policy must be used in minimum allotment of two (2) hours per incident.

J. The rate of pay shall be the employee's hourly wage when Paid Sick Hours are used.

K. If the need for Paid Sick Hours is foreseeable, the employee shall provide reasonable advance notification to the appointing authority or direct supervisor. If the need for Paid Sick Hours is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

L. The County shall provide payment for sick hours taken by an employee no later than the payday for which worked hours occurring during the same time frame would be paid.

V. Reasons for Leave

A. Upon the request of an employee, the County shall provide Paid Sick Hours on days the employee is scheduled to work, for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

2. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in the subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the Labor Code.

Attachment: Mandatory Paid sick Hours Poliy Rev.010124 REDLINE (9481 : Amended Mandatory Paid Sick Hours Policy)

MANDATORY PAID SICK HOURS POLICY

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A. This Policy applies to employees of the County of Colusa who are not covered by the sick leave provisions of the Colusa County Personnel Rules and/or a negotiated Memorandum of Understanding between the County of Colusa and a bargaining representative. This Policy does not apply to county employees who are members of either a represented or unrepresented bargaining unit or elected officials. This Policy does not extend to in-home supportive services employees (IHSS).

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3. A spouse or a registered domestic partner.

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D. Accrued Paid Sick Hours shall carry over to the following year of employment. Use of Paid Sick Hours is limited to forty (40) hours in each year of employment.

E. Total accrual of Paid Sick Hours is limited to eighty (80) hours.

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Attachment: Mandatory Paid sick Hours Poliy Rev.010124 FINAL (9481 : Amended Mandatory Paid Sick Hours Policy)

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Attachment: Mandatory Paid sick Hours Poliy Rev.010124 FINAL (9481 : Amended Mandatory Paid Sick Hours Policy)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Auditor

FROM: Robert Zunino

SUBJECT: Presentation and discussion of report on Development Impact Fees collected and expended for Fiscal Year 2022-23.

Presentation and discussion of report on Development Impact Fees collected and expended for Fiscal Year 2022-23.

Detailed Description/Background of request
Government Code section 66006 (GC 66006) requires local agencies who collect development impact fees to prepare a written report concerning those fees and make it available to the public within 180 days following the end of the last fiscal year. After the report is made available to the public, the Board is required to review the information at a regularly scheduled meeting not less than 15 days later.

The accompanying report was made available to the public, via the County website under the Auditor-Controller Department, in accordance with GC 66006, commencing on November 1, 2023. Accordingly, we are now providing this report to the Board for its review in accordance with GC 66006.

Included in the report are:
Findings For Continued Collection of Development Impact Fees
Development Impact Fee Summary
Expenditure Detail Report
Annual Comparison Report July 1996 to June 2023

Prior Board Action
Annual process. Most recently the presentation and discussion of report on Development Impact Fees collected and expended for fiscal year 2021-22 occurred on December 20, 2022.

Fiscal Impact/Funding Source
None

Action for the Clerk
None

ATTACHMENTS:

- DIF Report (PDF)

COUNTY OF COLUSA



Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEE REPORT

FOR FISCAL YEAR 2022-23

COUNTY OF COLUSA COUNTY
DEVELOPMENT IMPACT FEE REPORT
FOR FISCAL YEAR 2022-23

TABLE OF CONTENTS

Development Impact Fees	Page 1-2
Development Impact Fee Summary	Page 3-6
Expenditure Detail Report	Page 7
Annual Comparison Report July 1996-June 2023	Page 8-27

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

Attachment A

Development Impact Fees

The original intent of these fees was for modernization and expansion of facilities to allow for expansion of services.

The current balances within some of the funds below is at a level insufficient to allow for major projects identified for those funds.

The following funds have balances which have been collected less than 5 years:

Fund	Fund Title	Ending Fund Bal. at 6/30/23	Projected Allocation	Project Description
121	District Attorney	$ 642.43	$ 642.43	Project for Expanded Facility
177	Planning & Bldg	$ 2,500.79	$ 2,500.79	Project for Expanded Facility
185	General Plan Update	$ 57,151.80	$ 57,151.80	Future Code Updates
208	S/T Traffic Fee Roads	$ 1.72	$ 1.72	Future Projects
241	DHHS Facility	$ 10,681.91	$ 10,681.91	Project for Expanded Facility
288	Library	$ 35,129.65	$ 35,129.65	Project for Expanded Facility
297	County Counsel Fac	$ 629.31	$ 629.31	Project for Expanded Facility
308	Ag Commissioner	$ 496.11	$ 496.11	Project for Expanded Facility
309	Air Pollution Facilities	$ 1,520.54	$ 1,520.54	Project for Expanded Facility
310	Environ Health Facilities	$ 164.56	$ 164.56	Project for Expanded Facility
738	Supt of Schools	$ 2,039.31	$ 2,039.31	Project for Expanded Facility

The following funds have balances which have been collected more than 5 years:

Fund	Fund Title	Ending Fund Bal. at 6/30/23	Projected Allocation	Project Description
105	General Admin	$ 8,840.74	$ 8,840.74	Project for Expanded Facility
106	Program Admin	$ 122,969.29	$ 122,969.29	Project for Expanded Facility
137	Sheriff Admin	$ 118,703.75	$ 118,703.75	Project for Expanded Facility
147	Probation	$ 92,009.03	$ 92,009.03	Project for Expanded Facility
187	B&G Maintenance Fac	$ 1,058.56	$ 1,058.56	Project for Expanded Facility
189	Planning Fin. Study	$ 12,576.31	$ 12,576.31	Planning / Finance Study
209	Road Facility	$ 251,607.04	$ 251,607.04	Future Projects
210	Admin Facility	$ 511.01	$ 511.01	Improvements to GIS Building
211	Fac & Mstr Plan Study	$ 47,483.38	$ 47,483.38	Future Projects
234	Social Welfare	$ 209.39	$ 209.39	Project for Expanded Facility
235	Public Health	$ 1,406.25	$ 1,406.25	Project for Expanded Facility
273	Behavioral Health Fac	$ 2,526.85	$ 2,526.85	Project for Expanded Facility
045	Solid Waste Facility	$ 14,844.88	$ 14,844.88	Out-building-Maxwell Station

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

Development Impact Fees

The following Special Districts will be contacted to ensure they know these funds are available and they have projects identified for their use:

The following funds have balances which have been collected less than 5 years:

Fund	Fund Title	Ending Fund Bal. at 6/30/23	Projected Allocation	Project Description
402	Arbuckle Fire District	$ 89,893.28	$ 89,893.28	Capital Improvements
409	Maxwell Fire District	$ 25,146.27	$ 25,146.27	Emergency Equipment
417	Williams Fire District	$ 90,809.69	$ 90,809.69	Apparatus Purchase

The following funds have balances which have been collected more than 5 years:

Fund	Fund Title	Ending Fund Bal. at 6/30/23	Projected Allocation	Project Description
405	Bear Indian Vly Fire Dist	$ 9,115.63	$ 9,115.63	Emergency Equipment
407	Glenn-Colusa Fire Dist	$ 13.06	$ 13.06	Emergency Equipment
415	Princeton Fire District	$ 1,202.98	$ 1,202.98	Emergency Equipment
421	Sac River Fire Dist	$ 21,799.06	$ 21,799.06	Emergency Equipment
457	Arbuckle Park and Rec	$ 30,625.83	$ 30,625.83	Capital Improvements

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

Description	General Admin Fund 105	Program Admin Fund 106	District Attorney Fund 121	Sheriff: Admin Fund 137	Sheriff: Field Fund 138	Sheriff: Detention Fund 139	Probation Fund 147	Planning and Building Fund 177	Affodable Housing In-Lieu Fund 183	General Plan Update Fund 185	Bldg & Grnd Maintenance Facility Fund 187
Beginning Fund Balance											
July 1, 2022	$ 7,617.42	$ 119,166.88	$ 585.77	$ 105,860.73	$ -	$ -	$ 41,680.76	$ 911.56	$ -	$ 54,390.47	$ 1,010.78
Revenue:											
Development Impact Fees	$ 1,001.91	$ 550.02	$ 39.83	$ 9,807.11			$ 48,519.42	$ 1,544.74	$ -	$ 1,253.22	$ 19.81
Interest	$ 221.41	$ 3,252.39	$ 16.83	$ 3,035.91			$ 1,808.85	$ 44.49	$ -	$ 1,508.11	$ 27.97
			$ -								
Total Revenue	$ 1,223.32	$ 3,802.41	$ 56.66	$ 12,843.02	$ -	$ -	$ 50,328.27	$ 1,589.23	$ -	$ 2,761.33	$ 47.78
Expenses:											
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Refunds (GC 66001(h))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Allocations (GC 66001(f))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance											
June 30, 2023	$ 8,840.74	$ 122,969.29	$ 642.43	$ 118,703.75	$ -	$ -	$ 92,009.03	$ 2,500.79	$ -	$ 57,151.80	$ 1,058.56

Description	Planning Finance Study Fund 189	Public Works Fund 205	Roads Fund 206	L/T Traffic Fee Roads Fund 207	S/T Traffic Fee Roads Fund 208	Road Facility Fund 209	Admin Facility Fund 210	Fac & Mstr Plan Study Fund 211	Social Welfare Fund 234	Public Health Fund 235	DHHS Facility Fund 241
Beginning Fund Balance											
July 1, 2022	$ 12,172.05	$ -	$ -	$ -	$ 1.67	$ 239,941.42	$ 494.63	$ 45,685.28	$ 203.85	$ 1,368.99	$ 9,813.61
Revenue:											
Development Impact Fees	$ 71.34	$ -	$ -	$ -	$ -	$ 5,079.97	$ 2.84	$ 541.58	$ -	$ -	$ 588.02
Interest	$ 332.92	$ -	$ -	$ -	$ 0.05	$ 6,585.65	$ 13.54	$ 1,256.52	$ 5.54	$ 37.26	$ 280.28
Total Revenue	$ 404.26	$ -	$ -	$ -	$ 0.05	$ 11,665.62	$ 16.38	$ 1,798.10	$ 5.54	$ 37.26	$ 868.30
Expenses:											
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Refunds (GC 66001(h))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Allocations (GC 66001(f))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance											
June 30, 2023	$ 12,576.31	$ -	$ -	$ -	$ 1.72	$ 251,607.04	$ 511.01	$ 47,483.38	$ 209.39	$ 1,406.25	$ 10,681.91

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

County of ColusaDevelopment Impact Fee Summary July 1, 2022 - June 30, 2023

Description	Behavioral Health Facility Fund 273	Library Fund 288	County Counsel Facility Fund 297	Arbuckle Fire District Fund 402	Bear Valley Indian Vly Fire Dist Fund 405	Glenn-Colusa Fire Dist Fund 407	Maxwell Fire Dist Fund 409	Princeton Fire Dist Fund 415	Williams Fire Dist Fund 417	Sac River Fire Dist Fund 421	Arbuckle Park & Rec Fund 457
Beginning Fund Balance July 1, 2022	$ 2,320.06	$ 49,875.81	$ 572.26	$ 74,257.91	$ 6,299.74	$ 12.82	$ 17,984.33	$ 1,181.73	$ 107,281.04	$ 8,111.89	$ 30,084.78
Revenue:											
Development Impact Fees	$ 140.48	$ 8,508.01	$ 40.55	$ 51,863.82	$ 2,680.00	$ -	$ 6,777.85		$ 12,017.03	$ 13,421.59	$ -
Interest	$ 66.31	$ 1,436.94	$ 16.50	$ 1,497.84	$ 135.89	$ 0.24	$ 384.09	$ 21.25	$ 1,511.62	$ 265.58	$ 541.05
Total Revenue	$ 206.79	$ 9,944.95	$ 57.05	$ 53,361.66	$ 2,815.89	$ 0.24	$ 7,161.94	$ 21.25	$ 13,528.65	$ 13,687.17	$ 541.05
Expenses:											
Expenditures		$ 24,691.11		$ 37,726.29					$ 30,000.00		
Refunds (GC 66001(h))											
Allocations (GC 66001(f))											
Total Expense	$ -	$ 24,691.11	$ -	$ 37,726.29	$ -	$ -	$ -	$ -	$ 30,000.00	$ -	$ -
Ending Fund Balance June 30, 2023	$ 2,526.85	$ 35,129.65	$ 629.31	$ 89,893.28	$ 9,115.63	$ 13.06	$ 25,146.27	$ 1,202.98	$ 90,809.69	$ 21,799.06	$ 30,625.83

Description	Solid Waste Facility Fund 045	Supt of Schools Fund 738	Ag Commissioner Facilities Fund 308	Air Pollution Facilities Fund 309	Environmental Health Facilities Fund 310										Total All Funds
Beginning Fund Balance															
July 1, 2022	$ 14,366.50	$ 2,003.28	$ 41.23	$ 126.39	$ 16.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 955,442.40
Revenue:															
Development Impact Fees	$ 85.41	$ -	$ 448.13	$ 1,373.50	$ 145.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 166,521.70
Interest	$ 392.97	$ 36.03	$ 6.75	$ 20.65	$ 2.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,763.71
Total Revenue	$ 478.38	$ 36.03	$ 454.88	$ 1,394.15	$ 147.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 191,285.41
Expenses:															
Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,417.40
Refunds (GC 66001(h))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Allocations (GC 66001(f))	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,417.40
Ending Fund Balance															
June 30, 2023	$ 14,844.88	$ 2,039.31	$ 496.11	$ 1,520.54	$ 164.56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,054,310.41
		$ -													

Development Impact Fees
Expenditure Detail Report
July 1, 2022 - June 30, 2023

FUND	DATE		AMOUNT	DESCRIPTION
288	06/19/23	$	24,691.11	Reimbursement Building Fund
		$	24,691.11	
402	07/31/22	$	5,148.17	Electrical outside lights along walkway
	Various	$	24,545.37	Equipment for Command Rig Silverado pickup
	09/27/22	$	225.14	Roof Pole
	09/27/22	$	1,665.66	Pagers
	10/31/22	$	2,304.92	Brush 51 equipment
	10/31/22	$	170.53	Tool
	Various	$	2,325.30	Boots and Firefighter gear
	10/31/22	$	390.35	Command Fog Light
	01/20/23	$	950.85	Upgrade electrical to new garage
		$	37,726.29	
417	07/01/22	$	30,000.00	2000-Gallon Water Tender
		$	30,000.00	
Total Expenditures:		**$**	**92,417.40**	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 105 **General Admin**

	Revenue	Expended	Balance	
94/95	1,063.28	-	1,063.28	
95/96	4,135.74	-	4,135.74	
96/97	4,339.09	-	4,339.09	
97/98	2,087.54	-	2,087.54	
98/99	4,517.29	-	4,517.29	
99/00	5,546.01	-	5,546.01	
00/01	4,899.14	-	4,899.14	
01/02	4,432.03	-	4,432.03	
02/03	5,255.39	34,100.77	(28,845.38)	Courthouse renovation costs
03/04	9,764.25	-	9,764.25	
04/05	13,189.92	-	13,189.92	
05/06	10,449.57	-	10,449.57	
06/07	10,514.23	18,570.00	(8,055.77)	To 02121 - Megabyte
07/08	4,373.08	96.00	4,277.08	Refund - Baker
08/09	2,597.90	-	2,597.90	
09/10	3,648.66	37,327.72	(33,679.06)	To 1073-WV Alton Inc
10/11	2,137.13	995.93	1,141.20	Courthouse Renovation of the old D.A. offices
11/12	901.21	-	901.21	
12/13	1,496.23	2,533.36	(1,037.13)	T/F to 1021 for Equipment
13/14	8,978.45	-	8,978.45	
14/15	6,509.74	17,212.10	(10,702.36)	Bldg design for Western Title building renovations
15/16	2,595.30	2,589.06	6.24	Bldg design for Western Title building renovations
16/17	966.35	-	966.35	
17/18	1,785.86	-	1,785.86	
18/19	1,597.41	-	1,597.41	
19/20	872.54		872.54	
20/21	1,593.61	-	1,593.61	
21/22	795.41	-	795.41	
22/23	1,223.32	-	1,223.32	
Total	122,265.68	113,424.94	8,840.74	

Fund 106 **Program Admin**

	Revenue	Expended	Balance	
94/95	3,058.72	-	3,058.72	
95/96	17,721.51	-	17,721.51	
96/97	12,733.49	-	12,733.49	
97/98	6,255.88	-	6,255.88	
98/99	12,772.51	-	12,772.51	
99/00	17,767.38	-	17,767.38	
00/01	16,021.48	-	16,021.48	
01/02	18,619.93	-	18,619.93	
02/03	19,464.41	71,527.86	(52,063.45)	Courthouse renovation costs
03/04	40,604.53	-	40,604.53	
04/05	40,628.49	-	40,628.49	
05/06	36,129.73	45,759.02	(9,629.29)	To 2076 - Nexus Study
06/07	35,476.69	1,595.61	33,881.08	To 2076 - Nexus Study
07/08	7,013.22	3,209.50	3,803.72	$2,942.50 T/F to 2076/$267 Refund - Baker
08/09	5,071.68	9,186.87	(4,115.19)	T/F to 2076-479910
09/10	6,779.56	23,004.00	(16,224.44)	$7,794 T/F to De Novo Grp / T/F to 2076-479910
10/11	1,727.70	41,397.00	(39,669.30)	$19,777.50 T/F to 2076,$21,619.50 Housing Elem
11/12	5,473.44	-	5,473.44	
12/13	4,820.95	-	4,820.95	
13/14	21,786.95	-	21,786.95	
14/15	12,518.98	-	12,518.98	
15/16	5,946.13	-	5,946.13	
16/17	930.03	-	930.03	
17/18	1,525.97	-	1,525.97	
18/19	4,142.25	-	4,142.25	
19/20	4,400.09	20,714.24	(16,314.15)	Nexus study
20/21	1,209.53	25,446.86	(24,237.33)	Nexus study
21/22	406.61	-	406.61	
22/23	3,802.41	-	3,802.41	
Total	364,810.25	241,840.96	122,969.29	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 121 **District Attorney**

	Revenue	Expended	Balance	
94/95	232.14	-	232.14	
95/96	1,076.33	-	1,076.33	
96/97	988.90	-	988.90	
97/98	457.86	-	457.86	
98/99	951.87	-	951.87	
99/00	1,335.56	-	1,335.56	
00/01	1,015.28	-	1,015.28	
01/02	1,100.36	-	1,100.36	
02/03	1,179.58	-	1,179.58	
03/04	2,410.93	-	2,410.93	
04/05	2,576.58	-	2,576.58	
05/06	2,337.13	-	2,337.13	
06/07	2,858.46	-	2,858.46	
07/08	1,432.83	16.00	1,416.83	Refund - Baker
08/09	941.87	20,879.09	(19,937.22)	T/F TO 2016
09/10	538.72	-	538.72	
10/11	840.57	-	840.57	
11/12	280.07	-	280.07	
12/13	352.26	-	352.26	
13/14	1,630.00	-	1,630.00	
14/15	1,295.15	4,274.21	(2,979.06)	Computer equipment
15/16	553.11	-	553.11	
16/17	259.80	-	259.80	
17/18	477.87	-	477.87	
18/19	449.37	-	449.37	
19/20	263.13	-	263.13	
20/21	427.63	2,690.00	(2,262.37)	
21/22	181.71	-	181.71	
22/23	56.66	-	56.66	
Total	28,501.73	27,859.30	642.43	

Fund 137 **Sheriff: Admin**

	Revenue	Expended	Balance	
94/95	377.90	-	377.90	
95/96	1,842.59	-	1,842.59	
96/97	1,548.89	3,709.26	(2,160.37)	
97/98	556.33	-	556.33	
98/99	1,333.45	-	1,333.45	
99/00	1,966.05	-	1,966.05	
00/01	1,591.77	-	1,591.77	
01/02	1,777.01	-	1,777.01	
02/03	2,009.10	-	2,009.10	
03/04	4,474.95	-	4,474.95	
04/05	4,882.12	-	4,882.12	
05/06	4,287.35	-	4,287.35	
06/07	25,215.60	-	25,215.60	
07/08	26,864.70	32.00	26,832.70	Refund - Baker
08/09	18,749.67	-	18,749.67	
09/10	25,913.96	-	25,913.96	
10/11	12,289.95	-	12,289.95	
11/12	15,493.94	5,994.71	9,499.23	Transfer to Jail renovation
12/13	16,619.98	46,281.36	(29,661.38)	Transfer to Jail renovation
13/14	23,536.72	46,281.36	(22,744.64)	Transfer to Jail renovation
14/15	29,091.05	80,418.48	(51,327.43)	Trfer to Jail renovation/Cost related to new facility
15/16	14,596.36	8,280.00	6,316.36	Cost related to new jail facility
16/17	10,412.93	54,296.87	(43,883.94)	HVAC project for the Sheriff/Jail building
17/18	18,565.90	-	18,565.90	
18/19	16,429.01	-	16,429.01	
19/20	27,394.37	-	27,394.37	
20/21	23,843.35	-	23,843.35	
21/22	19,489.77	-	19,489.77	
22/23.	12,843.02	-	12,843.02	
Total	363,997.79	245,294.04	118,703.75	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 138 **Sheriff: Field**

	Revenue	Expended	Balance	
94/95	1,953.87	1,953.87	-	
95/96	9,889.05	9,889.05	-	
96/97	8,036.65	8,036.65	-	
97/98	2,864.27	2,864.27	-	
98/99	6,835.98	6,835.98	-	
99/00	10,486.60	7,523.00	2,963.60	
00/01	5,616.85	-	5,616.85	
01/02	5,856.85	-	5,856.85	
02/03	6,240.34	-	6,240.34	
03/04	13,404.95	-	13,404.95	
04/05	13,743.19	-	13,743.19	
05/06	12,526.04	-	12,526.04	
06/07	12,800.66	-	12,800.66	
07/08	4,018.47	-	4,018.47	
08/09	3,090.08	-	3,090.08	
09/10	4,190.59	-	4,190.59	
10/11	683.49	46,281.36	(45,597.87)	Jail Renovation loan pmts
11/12	1,432.97	40,286.65	(38,853.75)	Transfer to Jail renovation
12/13	-	-	-	
13/14	-	-	-	
14/15	-	-	-	
15/16	-	-	-	
16/17	-	-	-	
17/18	-	-	-	
18/19	-	-	-	
19/20	-	-	-	
20/21				
21/22	-	-	-	
22/23	-	-	-	
Total	123,670.90	123,670.83	(0.00)	

Fund 139 **Sheriff: Detention**

	Revenue	Expended	Balance	
94/95	6,267.15	-	6,267.15	
95/96	30,531.02	-	30,531.02	
96/97	25,739.17	61,504.14	(35,764.97)	Jail renovation
97/98	8,581.97	2,585.01	5,996.96	Move sheriff antenna tower
98/99	22,005.89	-	22,005.89	
99/00	32,606.89	23,266.56	9,340.33	Jail renovation
00/01	26,900.57	30,150.32	(3,249.75)	Jail renovation
01/02	29,885.19	46,281.36	(16,396.17)	Jail renovation loan pmts
02/03	33,410.81	46,281.36	(12,870.55)	Jail renovation loan pmts
03/04	80,124.20	46,281.36	33,842.84	Jail renovation loan pmts
04/05	83,298.36	46,281.36	37,017.00	Jail renovation loan pmts
05/06	69,276.87	46,281.36	22,995.51	
06/07	62,641.97	46,281.36	16,360.61	
07/08	4,267.43	46,873.36	(42,605.93)	$46281.36 Jail renovation/$592 Refund-Baker
08/09	1,628.74	46,281.36	(44,652.62)	Jail Renovation loan pmts
09/10	-	28,817.32	(28,817.32)	Jail Renovation loan pmts
10/11	-	-	-	
11/12	-	-	-	
12/13	-	-	-	
13/14	47,178.00	-	47,178.00	
14/15	25,947.90	55,119.50	(29,171.60)	cost related to new jail facility
15/16	8,649.30	19,190.50	(10,541.20)	cost related to new jail facility
16/17	-	7,465.20	(7,465.20)	HVAC project for the Sheriff/Jail building
17/18	-	-	-	
18/19	-	-	-	
19/20	-	-	-	
20/21				
21/22	-	-	-	
22/23	-	-	-	
Total	598,941.43	598,941.43	(0.00)	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 147 **Probation**

	Revenue	Expended	Balance	
94/95	191.49	-	191.49	
95/96	949.71	-	949.71	
96/97	789.51	-	789.51	
97/98	379.94	-	379.94	
98/99	779.51	-	779.51	
99/00	1,133.36	-	1,133.36	
00/01	746.50	-	746.50	
01/02	781.21	-	781.21	
02/03	829.43	-	829.43	
03/04	1,652.46	-	1,652.46	
04/05	1,789.67	-	1,789.67	
05/06	1,626.42	-	1,626.42	
06/07	3,147.31	-	3,147.31	
07/08	2,460.02	11.00	2,449.02	Refund - Baker
08/09	1,830.64	-	1,830.64	
09/10	2,560.33	-	2,560.33	
10/11	1,677.42	-	1,677.42	
11/12	1,893.95	-	1,893.95	
12/13	1,413.72	-	1,413.72	
13/14	2,058.20	-	2,058.20	
14/15	2,469.05	10,103.52	(7,634.47)	Computer upgrades
15/16	1,404.57	-	1,404.57	
16/17	922.12	-	922.12	
17/18	1,675.17	-	1,675.17	
18/19	1,906.47	-	1,906.47	
19/20	1,357.24	-	1,357.24	
20/21	1,511.27	-	1,511.27	
21/22	11,858.59	-	11,858.59	
22/23	50,328.27	-	50,328.27	
Total	102,123.55	10,114.52	92,009.03	

Fund 177 **Planning and Building**

	Revenue	Expended	Balance	
94/95	411.74	-	411.74	
95/96	1,649.40	-	1,649.40	
96/97	1,683.69	-	1,683.69	
97/98	812.10	-	812.10	
98/99	1,753.77	-	1,753.77	
99/00	2,151.19	-	2,151.19	
00/01	2,538.45	-	2,538.45	
01/02	2,441.57	-	2,441.57	
02/03	3,068.00	-	3,068.00	
03/04	6,619.95	-	6,619.95	
04/05	8,560.01	13,150.00	(4,589.99)	To 2076-Portable Facilities Leasing
05/06	6,529.99	-	6,529.99	
06/07	5,920.18	26,300.00	(20,379.82)	To 2076-Storage Building Lease Payment
07/08	902.35	59.00	843.35	Refund - Baker
08/09	535.99	-	535.99	
09/10	790.43	-	790.43	
10/11	587.12	-	587.12	
11/12	659.73	-	659.73	
12/13	969.00	-	969.00	
13/14	5,049.70	-	5,049.70	
14/15	3,173.45	2,199.37	974.08	Computer upgrades
15/16	1,341.41	726.69	614.72	computer for front counter
16/17	1,548.51	-	1,548.51	
17/18	556.13	7,024.26	(6,468.13)	Shelving
18/19	661.33	-	661.33	
19/20	476.39	-	476.39	
20/21	408.29	11,723.00	(11,314.71)	
21/22	294.01	-	294.01	
22/23	1,589.23	-	1,589.23	
Total	63,683.11	61,182.32	2,500.79	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 183 **Affordable Housing In-Lieu**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	10,251.27	-	10,251.27	
07/08	1,468.75	-	1,468.75	
08/09	424.48	-	424.48	
09/10	360.49	-	360.49	
10/11	365.72	-	365.72	
11/12	655.09	-	655.09	
12/13	3,009.65	-	3,009.65	
13/14	30,122.51	-	30,122.51	
14/15	16,807.56	-	16,807.56	
15/16	6,434.02	-	6,434.02	
16/17	424.61	24,900.27	(24,475.66)	Cost and hours attributable to Neighborworks
17/18	450.76	-	450.76	
18/19	1,223.58	-	1,223.58	
19/20	1,301.60	-	1,301.60	
20/21	423.25	32,893.53	(32,470.28)	
21/22	-	15,929.54	(15,929.54)	Transfer to Planning and Building
22/23	-	-	-	
Total	73,723.34	73,723.34	0.00	

Fund 185 **General Plan Update**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	26,531.04	-	26,531.04	
07/08	20,591.43	-	20,591.43	
08/09	15,386.50	-	15,386.50	
09/10	20,903.27	-	20,903.27	
10/11	10,104.04	-	10,104.04	
11/12	11,400.19	-	11,400.19	
12/13	10,803.24	-	10,803.24	
13/14	41,908.95	118,675.53	(76,766.58)	DENOV REIMB TO 2076
14/15	36,643.84	32,810.00	3,833.84	DENOV REIMB TO 2076
15/16	16,360.60	-	16,360.60	
16/17	7,785.65	-	7,785.65	
17/18	15,934.93	-	15,934.93	
18/19	14,972.54	15,000.00	(27.46)	In-House GP update
19/20	7,272.22	46,990.58	(39,718.36)	General Plan Housing Element
20/21	14,020.33	8,056.84	5,963.49	General Plan Housing Element
21/22	5,304.65	-	5,304.65	
22/23	2,761.33	-	2,761.33	
Total	278,684.75	221,532.95	57,151.80	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 187 **B & G Maintenance Facility**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	239.24	-	239.24	
07/08	295.92	-	295.92	
08/09	220.54	-	220.54	
09/10	285.32	-	285.32	
10/11	146.14	-	146.14	
11/12	169.07	-	169.07	
12/13	143.27	-	143.27	
13/14	176.73	-	176.73	
14/15	300.25	-	300.25	
15/16	179.59	2,114.82	(1,935.23)	Chemical cabinets
16/17	126.08	-	126.08	
17/18	233.39	-	233.39	
18/19	209.63	-	209.63	
19/20	117.90	-	117.90	
20/21	207.60	-	207.60	
21/22	74.93	-	74.93	
22/23	47.78	-	47.78	
Total	3,173.38	2,114.82	1,058.56	

Fund 189 **Planning Finance Study**

	Revenue	Expended	Balance
94/95	-	-	-
95/96	-	-	-
96/97	-	-	-
97/98	-	-	-
98/99	-	-	-
99/00	-	-	-
00/01	-	-	-
01/02	-	-	-
02/03	-	-	-
03/04	-	-	-
04/05	-	-	-
05/06	-	-	-
06/07	870.56	-	870.56
07/08	1,077.71	-	1,077.71
08/09	798.46	-	798.46
09/10	1,105.25	-	1,105.25
10/11	532.12	-	532.12
11/12	630.94	-	630.94
12/13	552.44	-	552.44
13/14	641.21	-	641.21
14/15	1,086.18	-	1,086.18
15/16	649.10	-	649.10
16/17	503.71	-	503.71
17/18	925.74	-	925.74
18/19	974.05	-	974.05
19/20	638.36	-	638.36
20/21	822.86	-	822.86
21/22	363.36	-	363.36
22/23	404.26	-	404.26
Total	12,576.31	-	12,576.31

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 205 **Public Works**

	Revenue	Expended	Balance	
94/95	3,401.75	-	3,401.75	
95/96	13,269.83	-	13,269.83	
96/97	13,873.01	-	13,873.01	
97/98	6,676.86	-	6,676.86	
98/99	14,410.33	1,717.40	12,692.93	Public Works building renovation
99/00	17,688.60	2,917.19	14,771.41	Public Works building renovation
00/01	14,148.19	7,625.24	6,522.95	Public Works building renovation
01/02	11,307.05	59,830.16	(48,523.11)	Public Works building renovation
02/03	12,676.44	12,340.00	336.44	Portable Facilities Leasing
03/04	27,548.95	43,470.09	(15,921.14)	Reimb Road Dept for PW office expansion
04/05	35,965.69	-	35,965.69	
05/06	28,118.60	-	28,118.60	
06/07	22,306.79	-	22,306.79	
07/08	4,137.36	267.00	3,870.36	Refund - Baker
08/09	3,179.15	-	3,179.15	
09/10	4,652.78	-	4,652.78	
10/11	422.39	85,668.19	(85,245.80)	Reimburse Road for Wildwood Road
11/12	1,075.44	-	1,075.44	
12/13	-	21,023.94	(21,023.94)	Reimburse Road for Wildwood Road
13/14	21,240.00	-	21,240.00	
14/15	11,682.00	904.22	10,777.78	Reimburse Putnam All Way Stop Project
15/16	3,894.00	12,810.84	(8,916.84)	Reimburse Putnam All Way Stop Project
16/17	-	-	-	
17/18	-	-	-	
18/19	-	-	-	
19/20	-	-	-	
20/21	-	23,100.94	(23,100.94)	
21/22				
22/23	-	-	-	
Total	271,675.21	271,675.21	-	

Fund 206 **Roads**

	Revenue	Expended	Balance	
94/95	6,505.08	-	6,505.08	
95/96	38,656.04	-	38,656.04	
96/97	26,603.40	-	26,603.40	
97/98	12,965.21	-	12,965.21	
98/99	24,695.06	-	24,695.06	
99/00	43,022.50	151,794.34	(108,771.84)	Ladoga/Stonyford road project
00/01	22,429.78	16,986.17	5,443.61	Ladoga/Stonyford road project
01/02	40,162.30	46,000.00	(5,837.70)	Ladoga/Stonyford road project
02/03	34,341.83	-	34,341.83	
03/04	86,098.91	9,432.10	76,666.81	Shop buildings for Williams Yard
04/05	49,892.16	38,139.69	11,752.47	Reimburse Roads-Hall St Maint
05/06	58,188.22	1,860.31	56,327.91	Reimburse Roads-Hall St Maint
06/07	83,602.57	153,879.41	(70,276.84)	Improvements on Grimes/Arbuckle Road
07/08	4,539.07	9,351.50	(4,812.43)	$9,090.50 Rmb Rds/$261 Refund - Baker
08/09	3,404.31	-	3,404.31	
09/10	4,726.05	76,580.80	(71,854.75)	T/F to RD-300011
10/11	16.01	35,824.18	(35,808.17)	Reimburse Road for Wildwood Road
11/12	-	-	-	
12/13	-	-	-	
13/14	-	-	-	
14/15	-	-	-	
15/16	-	-	-	
16/17	-	-	-	
17/18	-	-	-	
18/19	-	-	-	
19/20	-	-	-	
20/21	-	-	-	
21/22				
22/23	-	-	-	
Total	539,848.50	539,848.50	0.00	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 207 **L/T Traffic Fee Roads**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	-	-	-	
07/08	-	-	-	
08/09	-	-	-	
09/10	-	-	-	
10/11	-	-	-	
11/12	-	-	-	
12/13	-	-	-	
13/14	-	-	-	
14/15	-	-	-	
15/16	-	-	-	
16/17	-	-	-	
17/18	-	-	-	
18/19	-	-	-	
19/20	-	-	-	
20/21	-	-	-	
21/22				
22/23	-	-	-	
Total	-	-	-	

Fund 208 **S/T Traffic Fee Roads**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	298,287.51	107,220.53	191,066.98	Reimb Road
07/08	39,704.04	16,717.36	22,986.68	Reimb Road
08/09	17,648.41	56,006.75	(38,358.34)	Reimb Road
09/10	7,868.03	85,479.76	(77,611.73)	Reimb Road
10/11	3,002.30	896.50	2,105.80	Reimb Road
11/12	5,099.53	-	5,099.53	
12/13	20,822.34	-	20,822.34	
13/14	236,568.40	-	236,568.40	
14/15	157,652.09	-	157,652.09	
15/16	44,632.72	-	44,632.72	
16/17	3,437.02	-	3,437.02	
17/18	5,639.46	-	5,639.46	
18/19	22,176.47	-	22,176.47	
19/20	16,474.16	-	16,474.16	
20/21	4,250.31	616,940.22	(612,689.91)	
21/22				
22/23	0.05	-	0.05	
Total	883,262.84	883,261.12	1.72	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 209	Road Facility			
	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	23,494.62	-	23,494.62	
07/08	36,091.00	-	36,091.00	
08/09	21,220.88	-	21,220.88	
09/10	31,236.97	-	31,236.97	
10/11	13,963.82	-	13,963.82	
11/12	18,955.98	-	18,955.98	
12/13	19,872.40	147,521.12	(127,648.72)	Wildwood Road Surfacing Project
13/14	39,017.28	-	39,017.28	
14/15	38,910.33	-	38,910.33	
15/16	22,371.21	-	22,371.21	
16/17	12,071.67	-	12,071.67	
17/18	27,145.94	-	27,145.94	
18/19	27,992.97	-	27,992.97	
19/20	21,691.27	-	21,691.27	
20/21	21,549.39	-	21,549.39	
21/22	11,876.81	-	11,876.81	
22/23	11,665.62	-	11,665.62	
Total	399,128.16	147,521.12	251,607.04	

Fund 210	Admin Facility		
	Revenue	Expended	Balance
94/95	-	-	-
95/96	-	-	-
96/97	-	-	-
97/98	-	-	-
98/99	-	-	-
99/00	-	-	-
00/01	-	-	-
01/02	-	-	-
02/03	-	-	-
03/04	-	-	-
04/05	-	-	-
05/06	-	-	-
06/07	35.68	-	35.68
07/08	43.05	-	43.05
08/09	31.66	-	31.66
09/10	44.35	-	44.35
10/11	21.54	-	21.54
11/12	28.08	-	28.08
12/13	27.74	-	27.74
13/14	25.39	-	25.39
14/15	42.86	-	42.86
15/16	25.33	-	25.33
16/17	20.14	-	20.14
17/18	36.97	-	36.97
18/19	39.40	-	39.40
19/20	25.43	-	25.43
20/21	32.29	-	32.29
21/22	14.72	-	14.72
22/23	16.38	-	16.38
Total	511.01	-	511.01

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 211 **Fac & Mstr Plan Study**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	4,439.20	-	4,439.20	
07/08	6,957.14	-	6,957.14	
08/09	3,974.36	-	3,974.36	
09/10	5,848.78	-	5,848.78	
10/11	2,725.32	-	2,725.32	
11/12	4,097.51	-	4,097.51	
12/13	6,530.49	-	6,530.49	
13/14	3,345.53	23,898.60	(20,553.07)	TO ROAD DEV IMP PROJECTS
14/15	5,116.03	-	5,116.03	
15/16	3,127.49	-	3,127.49	
16/17	2,305.05	-	2,305.05	
17/18	4,854.72	-	4,854.72	
18/19	4,908.67	-	4,908.67	
19/20	4,038.77	-	4,038.77	
20/21	3,851.91	-	3,851.91	
21/22	3,462.91	-	3,462.91	
22/23	1,798.10	-	1,798.10	
Total	71,381.98	23,898.60	47,483.38	

Fund 234 **Social Welfare**

	Revenue	Expended	Balance	
94/95	131.43	-	131.43	
95/96	356.21	-	356.21	
96/97	513.99	-	513.99	
97/98	255.27	-	255.27	
98/99	582.65	-	582.65	
99/00	587.58	-	587.58	
00/01	737.41	-	737.41	
01/02	562.39	-	562.39	
02/03	815.39	-	815.39	
03/04	1,569.01	-	1,569.01	
04/05	2,648.22	-	2,648.22	
05/06	2,034.92	-	2,034.92	
06/07	1,488.99		1,488.99	
07/08	543.99	19.00	524.99	Refund - Baker
08/09	714.03		714.03	
09/10	611.78		611.78	
10/11	227.34		227.34	
11/12	769.12		769.12	
12/13	428.31		428.31	
13/14	1,580.15		1,580.15	
14/15	934.64		934.64	
15/16	495.76	18,383.54	(17,887.78)	Social Services for Costs for Modular Building
16/17	1.28	-	1.28	
17/18	2.09	-	2.09	
18/19	5.69	-	5.69	
19/20	6.04	-	6.04	
20/21	2.01	-	2.01	
21/22	0.70	-	0.70	
22/23	5.54	-	5.54	
Total	18,611.93	18,402.54	209.39	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 235 **Public Health**

	Revenue	Expended	Balance	
94/95	896.04	-	896.04	
95/96	2,422.54	-	2,422.54	
96/97	3,621.42	-	3,621.42	
97/98	1,742.13	-	1,742.13	
98/99	3,967.52	-	3,967.52	
99/00	4,050.90	-	4,050.90	
00/01	5,063.60	-	5,063.60	
01/02	3,879.93	-	3,879.93	
02/03	5,617.96	-	5,617.96	
03/04	10,723.10	-	10,723.10	
04/05	18,049.90	-	18,049.90	
05/06	13,885.05	-	13,885.05	
06/07	10,161.08	-	10,161.08	
07/08	3,723.83	129.00	3,594.83	Refund - Baker
08/09	2,862.85	-	2,862.85	
09/10	4,189.90	-	4,189.90	
10/11	1,523.69	-	1,523.69	
11/12	5,154.76	-	5,154.76	
12/13	2,870.50	-	2,870.50	
13/14	10,734.97	-	10,734.97	
14/15	6,344.51	-	6,344.51	
15/16	3,352.14	123,459.86	(120,107.72)	Social Services for Costs for Modular Building
16/17	8.57	-	8.57	
17/18	14.05	-	14.05	
18/19	38.15	-	38.15	
19/20	40.59	-	40.59	
20/21	13.50	-	13.50	
21/22	4.67	-	4.67	
22/23	37.26	-	37.26	
Total	124,995.11	123,588.86	1,406.25	

Fund 241 **DHHS Facility**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	7,422.16	-	7,422.16	
07/08	9,099.85	-	9,099.85	
08/09	6,562.17	-	6,562.17	
09/10	9,038.37	-	9,038.37	
10/11	7,846.67	-	7,846.67	
11/12	5,213.09	-	5,213.09	
12/13	5,125.06	-	5,125.06	
13/14	5,258.51	-	5,258.51	
14/15	8,945.47	-	8,945.47	
15/16	5,294.80	67,894.04	(62,599.24)	Social Services for Costs for Modular Building
16/17	3,744.78	-	3,744.78	
17/18	6,856.46	7,357.38	(500.92)	Patio Fencing
18/19	6,018.55	-	6,018.55	
19/20	3,216.89	-	3,216.89	
20/21	6,072.67	13,335.00	(7,262.33)	
21/22	2,684.53	-	2,684.53	
22/23	868.30	-	868.30	
Total	99,268.33	88,586.42	10,681.91	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 273 **Behavioral Health Facility**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	1,743.08	-	1,743.08	
07/08	2,146.00	-	2,146.00	
08/09	1,566.91	-	1,566.91	
09/10	2,159.05	-	2,159.05	
10/11	2,644.56	-	2,644.56	
11/12	1,285.87	-	1,285.87	
12/13	1,171.98	-	1,171.98	
13/14	1,261.01	-	1,261.01	
14/15	2,142.51	-	2,142.51	
15/16	1,303.33	-	1,303.33	
16/17	998.21	-	998.21	
17/18	1,823.07	-	1,823.07	
18/19	1,947.25	-	1,947.25	
19/20	1,307.91	-	1,307.91	
20/21	1,580.75	23,400.00	(21,819.25)	
21/22	638.57	-	638.57	
22/23	206.79	-	206.79	
Total	25,926.85	23,400.00	2,526.85	

Fund 288 **Library**

	Revenue	Expended	Balance	
94/95	1,812.17	-	1,812.17	
95/96	4,900.61	-	4,900.61	
96/97	7,346.26	-	7,346.26	
97/98	3,525.91	-	3,525.91	
98/99	8,027.56	15,000.00	(6,972.44)	To clear overdrawn sub-accounts
99/00	7,598.78	7,615.00	(16.22)	Gates Computer Project-wiring upgrade
00/01	9,302.36	-	9,302.36	
01/02	6,926.30	-	6,926.30	
02/03	10,980.07	-	10,980.07	
03/04	22,469.86	7,359.00	15,110.86	To 6021 for 03/04 budget
04/05	37,722.61	-	37,722.61	
05/06	28,445.49	-	28,445.49	
06/07	29,799.41		29,799.41	
07/08	18,095.29	278.00	17,817.29	Refund - Baker
08/09	13,121.79		13,121.79	
09/10	18,487.61		18,487.61	
10/11	8,713.74		8,713.74	
11/12	15,009.75		15,009.75	
12/13	11,956.04	2,407.09	9,548.95	
13/14	29,610.44	-	29,610.44	
14/15	24,740.08	23,436.77	1,303.31	Computer upgrades
15/16	13,465.12	-	13,465.12	
16/17	6,437.79	-	6,437.79	
17/18	10,815.60	141,103.66	(130,288.06)	New roof, End Panels, Fire Alarm, Keys,Shelves
18/19	11,516.64	23,880.50	(12,363.86)	Shelves,Computer and Printer, Painting project
19/20	16,303.45	21,426.13	(5,122.68)	Painting and Carpet
20/21	11,924.86	100,663.00	(88,738.14)	
21/22	8,898.94	4,909.57	3,989.37	Carpet for Williams Library
22/23	9,944.95	24,691.11	(14,746.16)	Reimbursement Building Fund
Total	407,899.48	372,769.83	35,129.65	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 297 **County Counsel Facility**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	-	-	-	
99/00	-	-	-	
00/01	-	-	-	
01/02	-	-	-	
02/03	-	-	-	
03/04	-	-	-	
04/05	-	-	-	
05/06	-	-	-	
06/07	487.76	-	487.76	
07/08	602.97	-	602.97	
08/09	451.25	-	451.25	
09/10	621.06	-	621.06	
10/11	470.65	-	470.65	
11/12	351.24	-	351.24	
12/13	286.90	-	286.90	
13/14	362.10	-	362.10	
14/15	616.22	2,540.72	(1,924.50)	Computer upgrades
15/16	336.42	-	336.42	
16/17	269.96	-	269.96	
17/18	495.87	-	495.87	
18/19	480.54	-	480.54	
19/20	291.75	-	291.75	
20/21	443.73	3,640.00	(3,196.27)	
21/22	184.56	-	184.56	
22/23	57.05	-	57.05	
Total	6,810.03	6,180.72	629.31	

Fund 308 **Ag Commissioner Facilities**

	Revenue	Expended	Balance
21/22	41.23	-	41.23
22/23	454.88	-	454.88
Total	496.11	-	496.11

Fund 309 **Air Pollution Facilities**

	Revenue	Expended	Balance
21/22	126.39	-	126.39
22/23	1,394.15	-	1,394.15
Total	1,520.54	-	1,520.54

Fund 310 **Environmental Health Facilities**

	Revenue	Expended	Balance
21/22	16.76	-	16.76
22/23	147.80	-	147.80
Total	164.56	-	164.56

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 402 **Arbuckle Fire District**

	Revenue	Expended	Balance	
94/95	1,218.03	-	1,218.03	
95/96	3,553.09	4,771.12	(1,218.03)	
96/97	24,465.80	16,756.93	7,708.87	
97/98	33,818.35	7,708.87	26,109.48	
98/99	120,991.78	40,618.35	80,373.43	
99/00	112,209.62	138,240.39	(26,030.77)	
00/01	9,859.54	90,683.80	(80,824.26)	Fire truck lease payments
01/02	13,545.92	10,673.67	2,872.25	Fire truck lease payments
02/03	18,484.98	17,339.35	1,145.63	Fire truck lease payments, turnout gear
03/04	29,871.29	19,616.67	10,254.62	Fire truck lease payments
04/05	177,570.37	34,065.16	143,505.21	T/F to 00601-479431
05/06	241,584.02	108,094.27	133,489.75	T/F to 00601-479431
06/07	200,355.26	442,800.47	(242,445.21)	T/F to 03000-479431
07/08	78,116.73	119,645.69	(41,528.96)	T/F to 03000-479431
08/09	37,194.56	46,084.88	(8,890.32)	T/F to 03000-479431
09/10	51,480.05	43,368.67	8,111.38	T/F to 03000-479431
10/11	9,018.48	20,000.00	(10,981.52)	T/F to 03000-479431
11/12	67,274.59	26,000.00	41,274.59	T/F to 03000-479431
12/13	72,529.38	43,126.65	29,402.73	T/F to 03000-479431
13/14	286,744.91	51,671.69	235,073.22	T/F to 03000-479910
14/15	180,164.36	147,934.19	32,230.17	Chevy Tahoe/Lease payoff/Generator/misc equip.
15/16	134,525.77	113,227.05	21,298.72	Chevy Tahoe/Generator/misc equip.
16/17	39,435.64	55,542.70	(16,107.06)	T/F to 03000-479910 Capital Improvements
17/18	64,436.12	105,165.98	(40,729.86)	Flooring, electrical, generator,doors, gear
18/19	84,110.96	41,005.18	43,105.78	Doors,Windows,Water Tender
19/20	142,953.87	129,525.38	13,428.49	Doors, Windows, Gear,Tender
20/21	109,893.37	101,129.61	8,763.76	
21/22	107,341.70	403,693.91	(296,352.21)	Gear, Equipment,Structure Improv., Engine, Fence
22/23	53,361.66	37,726.29	15,635.37	Equipment, Radio, Boots
Total	2,506,110.20	2,416,216.92	89,893.28	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 405 **Bear Valley Indian Valley Fire District**

	Revenue	Expended	Balance	
94/95	300.00	-	300.00	
95/96	314.23	-	314.23	
96/97	1,345.85	-	1,345.85	
97/98	586.39	-	586.39	
98/99	1,348.30	-	1,348.30	
99/00	1,707.84	-	1,707.84	
00/01	2,561.00	-	2,561.00	
01/02	2,293.02	-	2,293.02	
02/03	1,906.43	-	1,906.43	
03/04	1,084.01	-	1,084.01	
04/05	2,746.38	-	2,746.38	
05/06	571.63	-	571.63	
06/07	1,970.35	-	1,970.35	
07/08	1,392.93	-	1,392.93	
08/09	3,240.27	21,863.47	(18,623.20)	
09/10	1,123.59	-	1,123.59	
10/11	1,149.48	-	1,149.48	
11/12	1,260.91	5,006.38	(3,745.47)	T/F to 3010-479431
12/13	547.63	-	547.63	
13/14	535.43	581.53	(46.10)	T/F to 3010-479431
14/15	1,070.31	-	1,070.31	
15/16	555.61	-	555.61	
16/17	548.68	-	548.68	
17/18	566.09	-	566.09	
18/19	717.68	-	717.68	
19/20	679.02	-	679.02	
20/21	1,000.67	-	1,000.67	
21/22	627.39	-	627.39	
22/23	2,815.89	-	2,815.89	
Total	36,567.01	27,451.38	9,115.63	

Fund 407 **Glenn-Colusa Fire District**

	Revenue	Expended	Balance
94/95	-	-	-
95/96	-	-	-
96/97	308.34	-	308.34
97/98	19.57	-	19.57
98/99	17.49	-	17.49
99/00	17.99	-	17.99
00/01	21.47	-	21.47
01/02	20.35	-	20.35
02/03	15.92	-	15.92
03/04	8.97	-	8.97
04/05	8.63	430.10	(421.47)
05/06	0.29	-	0.29
06/07	0.39	-	0.39
07/08	0.41	-	0.41
08/09	0.33	-	0.33
09/10	0.28	-	0.28
10/11	0.30	-	0.30
11/12	0.54	-	0.54
12/13	0.39	-	0.39
13/14	0.06	-	0.06
14/15	0.06	-	0.06
15/16	0.14	-	0.14
16/17	0.07	-	0.07
17/18	0.14	-	0.14
18/19	0.25	-	0.25
19/20	0.35	-	0.35
20/21	0.15	-	0.15
21/22	0.04	-	0.04
22/23	0.24	-	0.24
Total	443.16	430.10	13.06

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 409 **Maxwell Fire District**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	2,147.98	-	2,147.98	
96/97	440.16	-	440.16	
97/98	164.43	2,217.93	(2,053.50)	
98/99	55.65	-	55.65	
99/00	1,297.01	-	1,297.01	
00/01	831.22	-	831.22	
01/02	8,982.10	-	8,982.10	
02/03	1,651.20	13,351.82	(11,700.62)	Turnout fire gear
03/04	3,813.51	-	3,813.51	
04/05	1,311.67	-	1,311.67	
05/06	3,517.13	-	3,517.13	
06/07	15,464.14	-	15,464.14	
07/08	12,442.07	24,000.00	(11,557.93)	T/F to 03032
08/09	11,875.67	12,000.00	(124.33)	T/F to 03032
09/10	74,350.69	-	74,350.69	
10/11	15,023.58	75,000.00	(59,976.42)	Foam machine
11/12	14,383.50	40,214.58	(25,831.08)	T/F to 03032-$12,000 and to 03030-$28,214.58
12/13	6,107.32	-	6,107.32	
13/14	3,640.38	-	3,640.38	
14/15	1,540.96	-	1,540.96	
15/16	4,109.70	15,759.54	(11,649.84)	Commerical pumper
16/17	5,188.73	-	5,188.73	
17/18	19,206.87	-	19,206.87	
18/19	24,005.03	-	24,005.03	
19/20	3,158.73	40,000.00	(36,841.27)	Type 1 Engine
20/21	2,523.09	-	2,523.09	
21/22	3,295.68	-	3,295.68	
22/23	7,161.94	-	7,161.94	
Total	247,690.14	222,543.87	25,146.27	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 415 **Princeton Fire District**

	Revenue	Expended	Balance	
94/95	-	-	-	
95/96	-	-	-	
96/97	-	-	-	
97/98	-	-	-	
98/99	308.35	-	308.35	
99/00	16.05	-	16.05	
00/01	332.32	-	332.32	
01/02	446.85	-	446.85	
02/03	793.57	-	793.57	
03/04	819.08	-	819.08	
04/05	442.04	-	442.04	
05/06	1,301.08	-	1,301.08	
06/07	1,998.67	4,459.34	(2,460.67)	To 03040 - Firehouse Addition
07/08	93.15	-	93.15	
08/09	1,194.89	-	1,194.89	
09/10	112.46	-	112.46	
10/11	105.91	-	105.91	
11/12	761.47	-	761.47	
12/13	152.07	4,418.62	(4,266.55)	To 03040-portion of Water Tender
13/14	540.06	-	540.06	
14/15	2.85	-	2.85	
15/16	6.81	-	6.81	
16/17	3.70	-	3.70	
17/18	543.67	-	543.67	
18/19	23.47	-	23.47	
19/20	32.74	-	32.74	
20/21	13.58	-	13.58	
21/22	14.85	-	14.85	
22/23	21.25	-	21.25	
Total	10,080.94	8,877.96	1,202.98	

Fund 417 **Williams Fire District**

	Revenue	Expended	Balance	
94/95	361.41	-	361.41	
95/96	1,731.24	-	1,731.24	
96/97	1,775.44	-	1,775.44	
97/98	693.22	-	693.22	
98/99	504.32	4,500.00	(3,995.68)	
99/00	2,811.36	2,758.77	52.59	
00/01	1,971.18	2,590.73	(619.55)	
01/02	36.53	-	36.53	
02/03	3,123.91	-	3,123.91	
03/04	17,157.34	-	17,157.34	
04/05	14,335.43	192.00	14,143.43	Refund Impact Fee Overpayment
05/06	17,835.24	30,000.00	(12,164.76)	To 608 - Water Tender
06/07	13,863.50	10,000.00	3,863.50	T/F to 03050-479431
07/08	11,249.04	10,000.00	1,249.04	T/F to 03050-479431
08/09	17,980.65	15,000.00	2,980.65	T/F to 03050-479431
09/10	7,532.22	15,000.00	(7,467.78)	T/F to 03050-479431
10/11	8,683.37	15,000.00	(6,316.63)	T/F to 03050-479431
11/12	16,077.00	10,000.00	6,077.00	T/F to 03050-479431
12/13	115,115.78	15,000.00	100,115.78	T/F to 03050-479431
13/14	28,809.95	48,000.00	(19,190.05)	T/F to 03050-479431
14/15	15,156.71	56,175.00	(41,018.29)	T/F to 03050-479431
15/16	5,991.03	9,000.00	(3,008.97)	Apparatus lease payment
16/17	30,704.56	-	30,704.56	
17/18	35,042.62	75,000.00	(39,957.38)	Share of Type 1 Engine
18/19	26,722.01	37,000.00	(10,277.99)	Engine-lease pmts
19/20	35,687.51	-	35,687.51	
20/21	132,017.92	-	132,017.92	
21/22	9,527.05	110,000.00	(100,472.95)	Phase 1 Fire Station Project costs
22/23	13,528.65	30,000.00	(16,471.35)	2000 - Gallon Water Tender
Total	586,026.19	495,216.50	90,809.69	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 421 **Sac River Fire District**

	Revenue	Expended	Balance	
94/95	902.75	-	902.75	
95/96	3,551.49	-	3,551.49	
96/97	1,380.66	-	1,380.66	
97/98	909.78	-	909.78	
98/99	2,510.02	7,124.52	(4,614.50)	
99/00	946.83	-	946.83	
00/01	3,172.39	-	3,172.39	
01/02	1,843.67	-	1,843.67	
02/03	1,814.12	-	1,814.12	
03/04	16,138.48	-	16,138.48	
04/05	26,074.98	47,660.22	(21,585.24)	T/F to 6092-20700
05/06	4,462.91	8,923.34	(4,460.43)	
06/07	5,925.42	5,925.42	-	T/F to 03061-20700
07/08	2,442.55	2,442.55	-	T/F to 03061-20700
08/09	1,091.95	1,091.95	-	T/F to 03061-20700
09/10	2,344.90	2,344.90	-	T/F to 03061-20700
10/11	1,157.53	1,157.53	-	T/F to 03061-20700
11/12	4,264.60	-	4,264.60	
12/13	1,289.47	4,892.61	(3,603.14)	T/F to 03061-20700
13/14	1,636.01	691.47	944.54	T/F to 03061-20700
14/15	567.92	-	567.92	
15/16	2,216.84	2,168.53	48.31	Structure helmet and equipment
16/17	1,082.48	-	1,082.48	
17/18	2,290.28	-	2,290.28	
18/19	724.85	-	724.85	
19/20	526.76	-	526.76	
20/21	1,686.25	2,532.85	(846.60)	
21/22	2,111.89	-	2,111.89	
22/23	13,687.17	-	13,687.17	
Total	108,754.95	86,955.89	21,799.06	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 457 **Arbuckle Park and Recreation District**

	Revenue	Expended	Balance
94/95	-	-	-
95/96	-	-	-
96/97	-	-	-
97/98	-	-	-
98/99	-	-	-
99/00	-	-	-
00/01	-	-	-
01/02	-	-	-
02/03	-	-	-
03/04	-	-	-
04/05	-	-	-
05/06	-	-	-
06/07	-	-	-
07/08	-	-	-
08/09	-	-	-
09/10	-	-	-
10/11	-	-	-
11/12	-	-	-
12/13	-	-	-
13/14	16,267.39	-	16,267.39
14/15	8,338.11	-	8,338.11
15/16	3,078.75	-	3,078.75
16/17	184.02	-	184.02
17/18	341.05	-	341.05
18/19	600.48	-	600.48
19/20	837.33	-	837.33
20/21	347.07	-	347.07
21/22	90.58	-	90.58
22/23	541.05	-	541.05
Total	30,625.83	-	30,625.83

Fund 045 **Solid Waste Facility**

	Revenue	Expended	Balance
94/95	-	-	-
95/96	-	-	-
96/97	-	-	-
97/98	-	-	-
98/99	-	-	-
99/00	-	-	-
00/01	-	-	-
01/02	-	-	-
02/03	-	-	-
03/04	-	-	-
04/05	-	-	-
05/06	-	-	-
06/07	1,028.39	-	1,028.39
07/08	1,271.79	-	1,271.79
08/09	950.40	-	950.40
09/10	1,309.13	-	1,309.13
10/11	629.96	-	629.96
11/12	724.17	-	724.17
12/13	601.38	-	601.38
13/14	761.38	-	761.38
14/15	1,295.29	-	1,295.29
15/16	775.76	-	775.76
16/17	599.23	-	599.23
17/18	1,095.48	-	1,095.48
18/19	1,149.58	-	1,149.58
19/20	759.16	-	759.16
20/21	983.05	-	983.05
21/22	432.35	-	432.35
22/23	478.38	-	478.38
Total	14,844.88	-	14,844.88

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

DEVELOPMENT IMPACT FEES
ANNUAL COMPARISON REPORT
JUL96-JUN23

Fund 738	**Supt of Schools**			
	Revenue	Expended	Balance	
94/95	889.02	-	889.02	
95/96	2,403.69	-	2,403.69	
96/97	3,593.32	-	3,593.32	
97/98	1,728.62	-	1,728.62	
98/99	3,936.68	-	3,936.68	
99/00	3,935.05	2,327.32	1,607.73	To Colusa County Office of Education
00/01	4,468.66	-	4,468.66	
01/02	3,350.26	-	3,350.26	
02/03	4,860.26	-	4,860.26	
03/04	9,298.04	-	9,298.04	
04/05	15,350.01	-	15,350.01	
05/06	11,810.55	-	11,810.55	
06/07	8,882.07	6,335.02	2,547.05	
07/08	3,361.98	112.00	3,249.98	Refund - Baker
08/09	2,506.08	-	2,506.08	
09/10	2,125.31	-	2,125.31	
10/11	2,156.16	-	2,156.16	
11/12	3,862.23	-	3,862.23	
12/13	2,843.01	-	2,843.01	
13/14	10,107.18	-	10,107.18	
14/15	5,426.27	-	5,426.27	
15/16	2,840.45	-	2,840.45	
16/17	671.97	-	671.97	
17/18	1,245.33	-	1,245.33	
18/19	2,192.61	-	2,192.61	
19/20	3,057.47	-	3,057.47	
20/21	1,267.31	-	1,267.31	
21/22	223.03	107,615.00	(107,391.97)	Landscape Construction/Energy Services
22/23	36.03	-	36.03	
Total	118,428.65	116,389.34	2,039.31	

Attachment: DIF Report (9466 : Report on Development Impact Fees 2022-23)

COUNTY OF COLUSA, CA 5.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Adopt Resolution Deferring Implementation of provisions of SB43 (Lanterman-Petris-Short Act--Welfare and Institutions Code section 5100, et seq.) until January 1, 2026

Adopt Resolution Deferring Implementation of provisions of SB43 (Lanterman-Petris-Short Act--Welfare and Institutions Code section 5100, et seq.) until January 1, 2026

Detailed Description/Background of request

SB 43

Senate Bill 43 signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care.

These changes to the definition of a gravely disabled person will lead to significant increases in costs for the County. This will lead to an increase in demand for treatments, workforce, delivery networks, housing capacity and locked treatment centers due to an increase in consumers that would meet the requirements for involuntary conservatorship.

The Welfare and Institutions Code provides that a county can elect to defer the implementation of changes made by SB 43 until January 1, 2026 by adopting a resolution. Behavioral Health requests this resolution be adopted in order to avoid the implementation of SB 43 on January 1, 2024.

Prior Board Action

No prior action on this matter has occurred in the past.

Fiscal Impact/Funding Source

There is no fiscal impact to defer the implementation of SB 43.

Action for the Clerk

Please obtain signatures and forward a copy to Jayro Pina.

ATTACHMENTS:

- SB 43 Resolution to Defer Implementation (DOCX)
- SB43 (PDF)

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA DEFERRING IMPLEMENTATION OF THE CHANGES MADE TO WELFARE AND INSTITUTIONS CODE SECTION 5008 BY SENATE BILL 43 (2023-2024 REG SESSION)

WHEREAS, the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code section 5100, et seq.) provides for the evaluation and treatment of a person who is gravely disabled, which is defined to mean a condition in which a person, as a result of a mental health disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter; and

WHEREAS, Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care; and

WHEREAS, this expanded definition of gravely disabled becomes effective on January 1, 2024; and

WHEREAS, the responsibility for administering the LPS system falls largely with counties; and

WHEREAS, SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs of the population; and

WHEREAS, the breadth of that effort requires more time than SB 43's effective date allows; and

WHEREAS, in recognition of this, Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, provides that a county, by adoption of a resolution of its governing body, may elect to defer implementation of the changes made to this section by SB 43 until January 1, 2026, thereby postponing implementation of the new definition of grave disability.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for County of Colusa as follows:

Attachment: SB 43 Resolution to Defer Implementation (9462 : SB 43 Resolution)

1. Pursuant to Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, the County of Colusa hereby elects to defer implementation of the changes made by that bill to Welfare and Institutions Code section 5008 until January 1, 2026.

2. This Resolution shall go into effect on January 1, 2024.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Colusa, State of California, this ___ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

RECUSAL:

_____

Chair of the Board of Supervisors

Kent S. Boes

(SEAL)

ATTEST: _____

Clerk, Board of Supervisors

Attachment: SB 43 Resolution to Defer Implementation (9462 : SB 43 Resolution)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 43

CHAPTER 637

An act to amend Section 1799.111 of the Health and Safety Code, and to amend Sections 5008, 5350, 5354, and 5402 of, and to add Section 5122 to, the Welfare and Institutions Code, relating to mental health.

[Approved by Governor October 10, 2023. Filed with Secretary of State October 10, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 43, Eggman. Behavioral health.

Existing law, the Lanterman-Petris-Short Act, provides for the involuntary commitment and treatment of a person who is a danger to themselves or others or who is gravely disabled. Existing law, for purposes of involuntary commitment, defines "gravely disabled" as either a condition in which a person, as a result of a mental health disorder, is unable to provide for their basic personal needs for food, clothing, or shelter or has been found mentally incompetent, as specified.

This bill expands the definition of "gravely disabled" to also include a condition in which a person, as a result of a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, is, in addition to the basic personal needs described above, unable to provide for their personal safety or necessary medical care, as defined. The bill would also expand the definition of "gravely disabled," as it applies to specified sections, to include, in addition to the basic needs described above, the inability for a person to provide for their personal safety or necessary medical care as a result of chronic alcoholism. The bill would authorize counties to defer implementation of these provisions to January 1, 2026, as specified. The bill would make conforming changes. To the extent that this change increases the level of service required of county mental health departments, the bill would impose a state-mandated local program.

Existing law also authorizes the appointment of a conservator, in the County of Los Angeles, the County of San Diego, or the City and County of San Francisco, for a person who is incapable of caring for the person's own health and well-being due to a serious mental illness and substance use disorder. Existing law establishes the hearsay rule, under which evidence of a statement is generally inadmissible if it was made other than by a witness while testifying at a hearing and is offered to prove the truth of the matter stated. Existing law sets forth exceptions to the hearsay rule to permit the admission of specified kinds of evidence.

Under this bill, for purposes of an opinion offered by an expert witness in any proceeding relating to the appointment or reappointment of a conservator pursuant to the above-described provisions, the statements of

Attachment: SB43 (9462 : SB 43 Resolution)

specified health practitioners or a licensed clinical social worker included in the medical record would not be made inadmissible by the hearsay rule under specified conditions. The bill would authorize the court to grant a reasonable continuance if an expert witness in a proceeding relied on the medical record and the medical record has not been provided to the parties or their counsel.

Existing law requires the State Department of Health Care Services to collect data quarterly and publish, on or before May 1 of each year, a specified report that includes, among other things, the number of persons for whom temporary conservatorship are established in each county and an analysis and evaluation of the efficacy of mental health assessments, detentions, treatments, and supportive services provided, as specified.

This bill would, beginning with the report due May 1, 2024, require the report to also include the number of persons admitted or detained, as specified, for conditions that include, among others, grave disability due to a mental health disorder, severe substance use disorder, or both a mental health disorder and a severe substance use disorder.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 1799.111 of the Health and Safety Code is amended to read:

1799.111. (a) Subject to subdivision (b), a licensed general acute care hospital, as defined in subdivision (a) of Section 1250, that is not a county-designated facility pursuant to Section 5150 of the Welfare and Institutions Code, a licensed acute psychiatric hospital, as defined in subdivision (b) of Section 1250, that is not a county-designated facility pursuant to Section 5150 of the Welfare and Institutions Code, licensed professional staff of those hospitals, or any physician and surgeon, providing emergency medical services in any department of those hospitals to a person at the hospital is not civilly or criminally liable for detaining a person if all of the following conditions exist during the detention:

(1) The person cannot be safely released from the hospital because, in the opinion of the treating physician and surgeon, or a clinical psychologist with the medical staff privileges, clinical privileges, or professional responsibilities provided in Section 1316.5, the person, as a result of a mental health disorder, presents a danger to themselves, or others, or is gravely disabled. For purposes of this paragraph, “gravely disabled” has the same

Attachment: SB43 (9462 : SB 43 Resolution)

definition as in paragraph (1) of subdivision (h) of Section 5008 of the Welfare and Institutions Code.

(2) The hospital staff, treating physician and surgeon, or appropriate licensed mental health professional, have made, and documented, repeated unsuccessful efforts to find appropriate mental health treatment for the person.

(A) Telephone calls or other contacts required pursuant to this paragraph shall commence at the earliest possible time when the treating physician and surgeon has determined the time at which the person will be medically stable for transfer.

(B) The contacts required pursuant to this paragraph shall not begin after the time when the person becomes medically stable for transfer.

(3) The person is not detained beyond 24 hours.

(4) There is probable cause for the detention.

(b) If the person is detained pursuant to subdivision (a) beyond eight hours, but less than 24 hours, both of the following additional conditions shall be met:

(1) A discharge or transfer for appropriate evaluation or treatment for the person has been delayed because of the need for continuous and ongoing care, observation, or treatment that the hospital is providing.

(2) In the opinion of the treating physician and surgeon, or a clinical psychologist with the medical staff privileges or professional responsibilities provided for in Section 1316.5, the person, as a result of a mental health disorder, is still a danger to themselves, or others, or is gravely disabled, as defined in paragraph (1) of subdivision (a).

(c) In addition to the immunities set forth in subdivision (a), a licensed general acute care hospital, as defined in subdivision (a) of Section 1250, that is not a county-designated facility pursuant to Section 5150 of the Welfare and Institutions Code, a licensed acute psychiatric hospital, as defined by subdivision (b) of Section 1250, that is not a county-designated facility pursuant to Section 5150 of the Welfare and Institutions Code, licensed professional staff of those hospitals, or a physician and surgeon, providing emergency medical services in any department of those hospitals to a person at the hospital shall not be civilly or criminally liable for the actions of a person detained up to 24 hours in those hospitals who is subject to detention pursuant to subdivision (a) after that person's release from the detention at the hospital, if all of the following conditions exist during the detention:

(1) The person has not been admitted to a licensed general acute care hospital or a licensed acute psychiatric hospital for evaluation and treatment pursuant to Section 5150 of the Welfare and Institutions Code.

(2) The release from the licensed general acute care hospital or the licensed acute psychiatric hospital is authorized by a physician and surgeon or a clinical psychologist with the medical staff privileges or professional responsibilities provided for in Section 1316.5, who determines, based on a face-to-face examination of the person detained, that the person does not present a danger to themselves or others and is not gravely disabled, as

Attachment: SB43 (9462 : SB 43 Resolution)

defined in paragraph (1) of subdivision (a). In order for this paragraph to apply to a clinical psychologist, the clinical psychologist shall have a collaborative treatment relationship with the physician and surgeon. The clinical psychologist may authorize the release of the person from the detention, but only after the clinical psychologist has consulted with the physician and surgeon. In the event of a clinical or professional disagreement regarding the release of a person subject to the detention, the detention shall be maintained unless the hospital's medical director overrules the decision of the physician and surgeon opposing the release. Both the physician and surgeon and the clinical psychologist shall enter their findings, concerns, or objections in the person's medical record.

(d) Notwithstanding any other law, an examination, assessment, or evaluation that provides the basis for a determination or opinion of a physician and surgeon or a clinical psychologist with the medical staff privileges or professional responsibilities provided for in Section 1316.5 that is specified in this section may be conducted using telehealth.

(e) This section does not affect the responsibility of a general acute care hospital or an acute psychiatric hospital to comply with all state laws and regulations pertaining to the use of seclusion and restraint and psychiatric medications for psychiatric patients. Persons detained under this section shall retain their legal rights regarding consent for medical treatment.

(f) A person detained under this section shall be credited for the time detained, up to 24 hours, if the person is placed on a subsequent 72-hour hold pursuant to Section 5150 of the Welfare and Institutions Code.

(g) The amendments to this section made by Chapter 308 of the Statutes of 2007 do not limit any existing duties for psychotherapists contained in Section 43.92 of the Civil Code.

(h) This section does not expand the scope of licensure of clinical psychologists.

SEC. 2. Section 5008 of the Welfare and Institutions Code is amended to read:

5008. Unless the context otherwise requires, the following definitions shall govern the construction of this part:

(a) "Evaluation" consists of multidisciplinary professional analyses of a person's medical, psychological, educational, social, financial, and legal conditions as may appear to constitute a problem. Persons providing evaluation services shall be properly qualified professionals and may be full-time employees of an agency providing face-to-face, which includes telehealth, evaluation services or may be part-time employees or may be employed on a contractual basis.

(b) "Court-ordered evaluation" means an evaluation ordered by a superior court pursuant to Article 2 (commencing with Section 5200) or by a superior court pursuant to Article 3 (commencing with Section 5225) of Chapter 2.

(c) "Intensive treatment" consists of such hospital and other services as may be indicated. Intensive treatment shall be provided by properly qualified professionals and carried out in facilities qualifying for reimbursement under the California Medical Assistance Program (Medi-Cal) set forth in Chapter

Attachment: SB43 (9462 : SB 43 Resolution)

7 (commencing with Section 14000) of Part 3 of Division 9, or under Title XVIII of the federal Social Security Act and regulations thereunder. Intensive treatment may be provided in hospitals of the United States government by properly qualified professionals. This part does not prohibit an intensive treatment facility from also providing 72-hour evaluation and treatment.

(d) "Referral" is referral of persons by each agency or facility providing assessment, evaluation, crisis intervention, or treatment services to other agencies or individuals. The purpose of referral shall be to provide for continuity of care, and may include, but need not be limited to, informing the person of available services, making appointments on the person's behalf, discussing the person's problem with the agency or individual to which the person has been referred, appraising the outcome of referrals, and arranging for personal escort and transportation when necessary. Referral shall be considered complete when the agency or individual to whom the person has been referred accepts responsibility for providing the necessary services. All persons shall be advised of available precare services that prevent initial recourse to hospital treatment or aftercare services that support adjustment to community living following hospital treatment. These services may be provided through county or city mental health departments, state hospitals under the jurisdiction of the State Department of State Hospitals, regional centers under contract with the State Department of Developmental Services, or other public or private entities.

Each agency or facility providing evaluation services shall maintain a current and comprehensive file of all community services, both public and private. These files shall contain current agreements with agencies or individuals accepting referrals, as well as appraisals of the results of past referrals.

(e) "Crisis intervention" consists of an interview or series of interviews within a brief period of time, conducted by qualified professionals, and designed to alleviate personal or family situations that present a serious and imminent threat to the health or stability of the person or the family. The interview or interviews may be conducted in the home of the person or family, or on an inpatient or outpatient basis with such therapy, or other services, as may be appropriate. The interview or interviews may include family members, significant support persons, providers, or other entities or individuals, as appropriate and as authorized by law. Crisis intervention may, as appropriate, include suicide prevention, psychiatric, welfare, psychological, legal, or other social services.

(f) "Prepetition screening" is a screening of all petitions for court-ordered evaluation as provided in Article 2 (commencing with Section 5200) of Chapter 2, consisting of a professional review of all petitions; an interview with the petitioner and, whenever possible, the person alleged, as a result of a mental health disorder, to be a danger to others, or to themselves, or to be gravely disabled, to assess the problem and explain the petition; when indicated, efforts to persuade the person to receive, on a voluntary basis, comprehensive evaluation, crisis intervention, referral, and other services specified in this part.

Attachment: SB43 (9462 : SB 43 Resolution)

(g) "Conservatorship investigation" means investigation by an agency appointed or designated by the governing body of cases in which conservatorship is recommended pursuant to Chapter 3 (commencing with Section 5350).

(h) (1) For purposes of Article 1 (commencing with Section 5150), Article 2 (commencing with Section 5200), Article 3 (commencing with Section 5225), and Article 4 (commencing with Section 5250) of Chapter 2, and for the purposes of Chapter 3 (commencing with Section 5350), "gravely disabled" means any of the following, as applicable:

(A) A condition in which a person, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care.

(B) A condition in which a person has been found mentally incompetent under Section 1370 of the Penal Code and all of the following facts exist:

(i) The complaint, indictment, or information pending against the person at the time of commitment charges a felony involving death, great bodily harm, or a serious threat to the physical well-being of another person.

(ii) There has been a finding of probable cause on a complaint pursuant to paragraph (2) of subdivision (a) of Section 1368.1 of the Penal Code, a preliminary examination pursuant to Section 859b of the Penal Code, or a grand jury indictment, and the complaint, indictment, or information has not been dismissed.

(iii) As a result of a mental health disorder, the person is unable to understand the nature and purpose of the proceedings taken against them and to assist counsel in the conduct of their defense in a rational manner.

(iv) The person represents a substantial danger of physical harm to others by reason of a mental disease, defect, or disorder.

(2) For purposes of Article 3 (commencing with Section 5225) and Article 4 (commencing with Section 5250), of Chapter 2, and for the purposes of Chapter 3 (commencing with Section 5350), "gravely disabled" includes a condition in which a person, as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care.

(3) The term "gravely disabled" does not include persons with intellectual disabilities by reason of that disability alone.

(4) A county, by adoption of a resolution of its governing body, may elect to defer implementation of the changes made to this section by Senate Bill 43 of the 2022–2023 Regular Legislative Session until January 1, 2026.

(i) "Peace officer" means a duly sworn peace officer as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code who has completed the basic training course established by the Commission on Peace Officer Standards and Training, or any parole officer or probation officer specified in Section 830.5 of the Penal Code when acting in relation to cases for which the officer has a legally mandated responsibility.

Attachment: SB43 (9462 : SB 43 Resolution)

(j) "Postcertification treatment" means an additional period of treatment pursuant to Article 6 (commencing with Section 5300) of Chapter 2.

(k) "Court," unless otherwise specified, means a court of record.

(*l*) "Antipsychotic medication" means any medication customarily prescribed for the treatment of symptoms of psychoses and other severe mental and emotional disorders.

(m) "Emergency" means a situation in which action to impose treatment over the person's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the patient or others, and it is impracticable to first gain consent. It is not necessary for harm to take place or become unavoidable prior to treatment.

(n) "Designated facility" or "facility designated by the county for evaluation and treatment" means a facility that is licensed or certified as a mental health treatment facility or a hospital, as defined in subdivision (a) or (b) of Section 1250 of the Health and Safety Code, by the State Department of Public Health, and may include, but is not limited to, a licensed psychiatric hospital, a licensed psychiatric health facility, and a certified crisis stabilization unit.

(o) "Severe substance use disorder" means a diagnosed substance-related disorder that meets the diagnostic criteria of "severe" as defined in the most current version of the Diagnostic and Statistical Manual of Mental Disorders.

(p) "Personal safety" means the ability of one to survive safely in the community without involuntary detention or treatment pursuant to this part.

(q) "Necessary medical care" means care that a licensed health care practitioner, while operating within the scope of their practice, determines to be necessary to prevent serious deterioration of an existing physical medical condition which, if left untreated, is likely to result in serious bodily injury as defined in Section 15610.67.

SEC. 3. Section 5122 is added to the Welfare and Institutions Code, to read:

5122. (a) For purposes of an opinion offered by an expert witness in a proceeding relating to the appointment or reappointment of a conservator pursuant to Chapter 3 (commencing with Section 5350) or Chapter 5 (commencing with Section 5450), the statement of a health practitioner, as defined in subdivision (d), included in the medical record is not made inadmissible by the hearsay rule when the statement pertains to the person's symptoms or behavior stemming from a mental health disorder or severe substance use disorder that the expert relies upon to explain the basis for their opinion, if the statement is based on the observation of the declarant, and the court finds, in a hearing conducted outside the presence of the jury, that the time, content, and circumstances of the statement provide sufficient indicia of reliability.

(b) This section does not affect the ability of a party to call as a witness the declarant of any statement contained in the medical record, whether or not the declarant's statement was relied on by the expert witness.

Attachment: SB43 (9462 : SB 43 Resolution)

(c) The court may grant a reasonable continuance if an expert witness in a proceeding relied on the medical record and the medical record has not been provided to the parties or their counsel.

(d) (1) "Health practitioner" means a physician and surgeon, psychiatrist, psychologist, resident, intern, registered nurse, licensed clinical social worker or associate clinical social worker, licensed marriage and family therapist or associate marriage and family therapist, licensed professional clinical counselor or associate professional clinical counselor, any emergency medical technician I or II, paramedic, or person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, and a psychological associate registered pursuant to Section 2913 of the Business and Professions Code.

(2) "Medical record" means any record, in any form or medium, maintained or lawfully obtained by, or in the custody or control of, the office of the public conservator or public guardian that is prepared by a health practitioner and relates to the health history, diagnosis, or condition of a patient, or relating to treatment provided or proposed to be provided to the patient who is subject to a conservatorship pursuant to Chapter 3 (commencing with Section 5350). Medical record includes records of care in any health-related setting used by health care professionals while providing patient care services, for reviewing patient data or documenting observations, actions, or instructions, including records that are considered part of the active, overflow, and discharge chart. Medical record also includes, but is not limited to, all alcohol and substance use and treatment records.

(e) Nothing in this section affects the application of Section 1201 of the Evidence Code.

SEC. 4. Section 5350 of the Welfare and Institutions Code is amended to read:

5350. A conservator of the person, of the estate, or of the person and the estate may be appointed for a person who is gravely disabled as a result of a mental health disorder or impairment by chronic alcoholism.

The procedure for establishing, administering, and terminating a conservatorship under this chapter shall be the same as that provided in Division 4 (commencing with Section 1400) of the Probate Code, except as follows:

(a) A conservator may be appointed for a gravely disabled minor.

(b) (1) Appointment of a conservator under this part, including the appointment of a conservator for a person who is gravely disabled, as defined in subparagraph (A) of paragraph (1) of subdivision (h) of Section 5008, shall be subject to the list of priorities in Section 1812 of the Probate Code unless the officer providing conservatorship investigation recommends otherwise to the superior court.

(2) In appointing a conservator for a person who is gravely disabled, as defined in subparagraph (B) of paragraph (1) of subdivision (h) of Section 5008, the court shall consider the purposes of protection of the public and the treatment of the conservatee. Notwithstanding any other provision of

Attachment: SB43 (9462 : SB 43 Resolution)

this section, the court shall not appoint the proposed conservator if the court determines that appointment of the proposed conservator will not result in adequate protection of the public.

(c) A conservatorship of the estate pursuant to this chapter shall not be established if a conservatorship or guardianship of the estate exists under the Probate Code. When a gravely disabled person already has a guardian or conservator of the person appointed under the Probate Code, the proceedings under this chapter shall not terminate the prior proceedings but shall be concurrent with and superior thereto. The superior court may appoint the existing guardian or conservator of the person or another person as conservator of the person under this chapter.

(d) (1) The person for whom conservatorship is sought shall have the right to demand a court or jury trial on the issue of whether the person is gravely disabled. Demand for court or jury trial shall be made within five days following the hearing on the conservatorship petition. If the proposed conservatee demands a court or jury trial before the date of the hearing as provided for in Section 5365, the demand shall constitute a waiver of the hearing.

(2) Court or jury trial shall commence within 10 days of the date of the demand, except that the court shall continue the trial date for a period not to exceed 15 days upon the request of counsel for the proposed conservatee. Failure to commence the trial within that period of time is grounds for dismissal of the conservatorship proceedings.

(3) This right shall also apply in subsequent proceedings to reestablish conservatorship.

(e) (1) Notwithstanding subparagraph (A) of paragraph (1) of subdivision (h) of Section 5008, a person is not "gravely disabled" if that person can survive safely without involuntary detention with the help of responsible family, friends, or others who are both willing and able to help provide for the person's basic personal needs.

(2) However, unless they specifically indicate in writing their willingness and ability to help, family, friends, or others shall not be considered willing or able to provide this help.

(3) The purpose of this subdivision is to avoid the necessity for, and the harmful effects of, requiring family, friends, and others to publicly state, and requiring the court to publicly find, that no one is willing or able to assist a person with a mental health disorder in providing for the person's basic needs for food, clothing, or shelter.

(4) This subdivision does not apply to a person who is gravely disabled, as defined in subparagraph (B) of paragraph (1) of subdivision (h) of Section 5008.

(f) Conservatorship investigation shall be conducted pursuant to this part and shall not be subject to Section 1826 or Chapter 2 (commencing with Section 1850) of Part 3 of Division 4 of the Probate Code.

(g) Notice of proceedings under this chapter shall be given to a guardian or conservator of the person or estate of the proposed conservatee appointed under the Probate Code.

Attachment: SB43 (9462 : SB 43 Resolution)

(h) As otherwise provided in this chapter.

SEC. 5. Section 5354 of the Welfare and Institutions Code is amended to read:

5354. (a) The officer providing conservatorship investigation shall investigate all available alternatives to conservatorship, including, but not limited to, assisted outpatient treatment pursuant to Section 5346 and the Community Assistance, Recovery, and Empowerment (CARE) Act program pursuant to Section 5978, as applicable, and shall recommend conservatorship to the court only if no suitable alternatives are available. This officer shall render to the court a written report of investigation prior to the hearing. The report to the court shall be comprehensive and shall contain all relevant aspects of the person's medical, psychological, financial, family, vocational, and social condition, and information obtained from the person's family members, close friends, social worker, or principal therapist. The report shall also contain all available information concerning the person's real and personal property. The facilities providing intensive treatment or comprehensive evaluation shall disclose any records or information that may facilitate the investigation. If the officer providing conservatorship investigation recommends either for or against conservatorship, the officer shall set forth all alternatives available, including conservatorship, assisted outpatient treatment pursuant to Section 5346 and the CARE Act program pursuant to Section 5978, as applicable, and all other less restrictive alternatives. A copy of the report shall be transmitted to the individual who originally recommended conservatorship, to the person or agency, if any, recommended to serve as conservator, and to the person recommended for conservatorship. The court may receive the report in evidence and may read and consider the contents thereof in rendering its judgment.

(b) Notwithstanding Section 5328, when a court with jurisdiction over a person in a criminal case orders an evaluation of the person's mental condition pursuant to Section 5200, and that evaluation leads to a conservatorship investigation, the officer providing the conservatorship investigation shall serve a copy of the report required under subdivision (a) upon the defendant or the defendant's counsel. Upon the prior written request of the defendant or the defendant's counsel, the officer providing the conservatorship investigation shall also submit a copy of the report to the court hearing the criminal case, the district attorney, and the county probation department. The conservatorship investigation report and the information contained in that report, shall be kept confidential and shall not be further disclosed to anyone without the prior written consent of the defendant. After disposition of the criminal case, the court shall place all copies of the report in a sealed file, except as follows:

(1) The defendant and the defendant's counsel may retain their copy.

(2) If the defendant is placed on probation status, the county probation department may retain a copy of the report for the purpose of supervision of the defendant until the probation is terminated, at which time the probation

Attachment: SB43 (9462 : SB 43 Resolution)

department shall return its copy of the report to the court for placement into the sealed file.

SEC. 6. Section 5402 of the Welfare and Institutions Code is amended to read:

5402. (a) The State Department of Health Care Services shall collect data quarterly and publish, on or before May 1 of each year, a report including quantitative, deidentified information concerning the operation of this division. The report shall include an evaluation of the effectiveness of achieving the legislative intent of this part pursuant to Section 5001. Based on information that is available from each county, the report shall include all of the following information:

(1) The number of persons in designated and approved facilities admitted or detained for 72-hour evaluation and treatment, admitted for 14-day and 30-day periods of intensive treatment, and admitted for 180-day postcertification intensive treatment in each county.

(2) The number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code in each county.

(3) The number of persons for whom temporary conservatorships are established in each county.

(4) The number of persons for whom conservatorships are established in each county.

(5) The number of persons admitted or detained either once, between two and five times, between six and eight times, and greater than eight times for each type of detention, including 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day postcertification intensive treatment.

(6) The clinical outcomes for individuals identified in paragraphs (1) to (4), inclusive.

(7) The services provided or offered to individuals identified in paragraphs (1) to (4), inclusive. Data pertaining to services provided or offered to individuals placed on each type of hold shall include, but not be limited to, assessment, evaluation, medication treatment, crisis intervention, and psychiatric and psychological treatment services. Data pertaining to services shall specify the payer information or funding used to pay for services.

(8) The waiting periods for individuals prior to receiving an evaluation in a designated and approved facility pursuant to Section 5150 or 5151 and waiting periods for individuals prior to receiving treatment services in a designated facility, including the reasons for waiting periods. The waiting period shall be calculated from the date and time when the hold began and end on the date and time when the individual received an evaluation or received evaluation and treatment services in a designated facility.

(9) If the source of admission is an emergency department, the date and time of service and release from emergency care.

(10) Demographic data of those receiving care, including age, sex, gender identity, race, ethnicity, primary language, sexual orientation, veteran status, and housing status, to the extent those data are available.

(11) The number of all county-contracted beds.

Attachment: SB43 (9462 : SB 43 Resolution)

(12) The number and outcomes of all of the following:

(A) The certification review hearings held pursuant to Section 5256.

(B) The petitions for writs of habeas corpus filed pursuant to Section 5275.

(C) The judicial review hearings held pursuant to Section 5276.

(D) The petitions for capacity hearings filed pursuant to Section 5332.

(E) The capacity hearings held pursuant to Section 5334 in each superior court.

(13) Analysis and evaluation of the efficacy of mental health assessments, detentions, treatments, and supportive services provided both under this part and subsequent to release.

(14) Recommendations for improving mental health assessments, detentions, treatments, and supportive services provided under this part and subsequent to release.

(15) An assessment of the disproportionate use of detentions and conservatorships on various groups, including an assessment of use by the race, ethnicity, gender identity, age group, veteran status, housing status, and Medi-Cal enrollment status of detained and conserved persons. This assessment shall evaluate disproportionate use at the county, regional, and state levels.

(16) An explanation for the absence of any data required pursuant to this section that are not included in the report.

(17) Beginning with the report due May 1, 2025, the report shall also include the progress that has been made on implementing recommendations from prior reports issued under this subdivision.

(18) Beginning with the report due May 1, 2024, the number of persons admitted or detained, including 72-hour evaluations and treatment, 14-day and 30-day periods of intensive treatment, and 180-day postcertification intensive treatment, for each of the following conditions:

(A) Danger to self.

(B) Danger to others.

(C) Grave disability due to a mental health disorder.

(D) Grave disability due to a severe substance use disorder.

(E) Grave disability due to both a mental health disorder and a severe substance use disorder.

(b) (1) (A) Each county behavioral health director shall provide accurate and complete data to the department in a form and manner, and in accordance with timelines, prescribed by the department.

(B) County behavioral health directors shall provide the data specified in paragraphs (1) to (11), inclusive, of subdivision (a), and any other information, records, and reports that the department deems necessary for the purposes of this section.

(C) Data shall be submitted on a quarterly basis, or more frequently, as required by the department. The department shall not have access to patient name identifiers.

(2) (A) Each designated and approved facility that admits, detains, or provides services to persons pursuant to this part and Part 1.5 (commencing

Attachment: SB43 (9462 : SB 43 Resolution)

with Section 5585) and each other entity involved in implementing Section 5150 shall collect and provide accurate and complete data to the county behavioral health director in the county in which they operate to meet the reporting obligations specified in paragraphs (1) to (11), inclusive, of subdivision (a) and any other information, records, and reports that the county or the department deems necessary for the purposes of this section.

(B) A county may establish policies and procedures for this paragraph to ensure compliance with the requirements of this section. These facilities and entities shall collect and report data to the county behavioral health director consistent with the county's policies and procedures, if established.

(C) Data shall be submitted to the county behavioral health director on a quarterly basis, or more frequently, as required by the county.

(3) A county behavioral health director shall provide the accurate and complete data it receives pursuant to paragraph (2) to the department pursuant to paragraph (1).

(4) All data submitted to the department by each county behavioral health director shall be transmitted in a secure manner in compliance with all applicable state and federal requirements, including, but not limited to, Section 164.312 of Title 45 of the Code of Federal Regulations.

(c) Information published pursuant to subdivision (a) shall not contain data that may lead to the identification of patients receiving services under this division and shall contain statistical data only. Data published by the department shall be deidentified in compliance with subdivision (b) of Section 164.514 of Title 45 of the Code of Federal Regulations.

(d) The Judicial Council shall provide the department, by October 1 of each year, with data from each superior court to complete the report described in this section, including the number and outcomes of certification review hearings held pursuant to Section 5256, petitions for writs of habeas corpus filed pursuant to Section 5275, judicial review hearings held pursuant to Section 5276, petitions for capacity hearings filed pursuant to Section 5332, and capacity hearings held pursuant to Section 5334 in each superior court. The department shall not have access to patient name identifiers.

(e) The department shall make the report publicly available on the department's internet website.

(f) (1) The department may impose a plan of correction or assess civil money penalties, pursuant to paragraph (3), or both, against a designated and approved facility that fails to submit data on a timely basis or as otherwise required by this section.

(2) The department may impose a plan of correction or assess civil money penalties, pursuant to paragraph (3), or both, against a county that fails to submit data on a timely basis or as otherwise required by this section.

(3) The department may assess civil money penalties against a designated and approved facility or county in the amount of fifty dollars ($50) per day from the date specified in the notice to impose civil money penalties from the department.

(4) (A) A designated and approved facility or county may submit an informal written appeal of a civil money penalty to the department within

Attachment: SB43 (9462 : SB 43 Resolution)

30 calendar days of the date of issuance of a notice to impose civil money penalties.

(B) The designated and approved facility or county shall include any supporting documentation and explain any mitigating circumstances.

(C) The department shall make a determination on the appeal within 60 calendar days of receipt of the informal written appeal.

(5) (A) A designated and approved facility or county may request a formal hearing within 30 calendar days following the issuance of the department's final determination on the appeal pursuant to paragraph (4).

(B) All hearings to review the imposition of civil money penalties shall be held pursuant to the procedures set forth in Section 100171 of the Health and Safety Code.

(C) Civil money penalties imposed upon a designated and approved facility or county shall continue to accrue until the effective date of the final decision of the department.

(g) (1) The Lanterman-Petris-Short Act Data and Reporting Oversight Fund is hereby created in the State Treasury.

(2) The Lanterman-Petris-Short Act Data and Reporting Oversight Fund shall be administered by the State Department of Health Care Services.

(3) Civil money penalties assessed and collected pursuant to subdivision (f) shall be deposited into this fund.

(4) (A) Notwithstanding Section 13340 of the Government Code, moneys deposited in the Lanterman-Petris-Short Act Data and Reporting Oversight Fund shall be continuously appropriated, without regard to fiscal year, to the State Department of Health Care Services for the purposes of funding its oversight activities and administrative costs associated with implementing this section.

(B) Notwithstanding any other law, the Controller may use the moneys in the Lanterman-Petris-Short Act Data and Reporting Oversight Fund for cashflow loans to the General Fund as provided in Sections 16310 and 16381 of the Government Code.

(h) Notwithstanding Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, the department may implement, interpret, or make specific this section, in whole or in part, by means of information notices, provider bulletins, or other similar instructions, without taking any further regulatory action.

(i) The department may enter into exclusive or nonexclusive contracts, or amend existing contracts, on a bid or negotiated basis for purposes of administering or implementing the requirements of this section. Contracts entered into or amended pursuant to this section shall be exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code, Section 19130 of the Government Code, and Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and shall be exempt from the review or approval of any division of the Department of General Services.

SEC. 7. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and

Attachment: SB43 (9462 : SB 43 Resolution)

school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Attachment: SB43 (9462 : SB 43 Resolution)

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COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Second reading by title only and adoption of a proposed Ordinance of the County of Colusa Board of Supervisors authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

Second reading by title only and adoption of a proposed Ordinance of the County of Colusa Board of Supervisors authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

Detailed Description/Background of request

Partnership HealthPlan of California Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The Commission started around 30 years ago with about 44,000 members, when hospitals in Solano County formed Partnership to reduce unnecessary hospital visits. Today, Partnership has over 692,000 members across 14 northern California counties. On January 1, 2024, approximately 280,000 new members will join Partnership with 10 counties transitioning to Partnership.

In the fall of 2021, 10 counties (Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra, Sutter, Tehama, and Yuba) passed and submitted ordinances to the Department of Health Care Services (DHCS), demonstrating their choice to have Partnership HealthPlan of California to be their Medi-Cal Managed Care Plan.

On December 7, 2021, DHCS announced a Conditional Approval for all 10 counties to continue transition activities with Partnership and demonstrate Plan Operational Readiness.

Over the past two years Partnership has been actively engaged in developing relationships with the Medi-Cal safety-net community, including clinics, primary care, hospitals, specialists, and other community based organizations.

On September 1, 2023, DHCS announced that Partnership has met the criteria for Operational Readiness and the 2024 Medi-Cal Contract requirements for the 10 county

region, as well as their current 14 county service area. DHCS and Partnership have begun executing the new contract to administer all Medi-Cal benefits in all 24 counties.

The purpose of this Ordinance is to authorize the County of Colusa to join the Commission, which will allow the implementation of a county organized health system in Colusa County.

Prior Board Action
Introduction by first reading on 11/7/2023.

Fiscal Impact/Funding Source
None

Action for the Clerk
Please publish the summary with the names of those voting for and against within 15 days of adoption.

ATTACHMENTS:

- County Ordinance for PHC (Expansion Counties) Colusa Section 2-35.1 (DOCX)
- 12-05-23 Proof of Publication (PDF)

Attachment: County Ordinance for PHC (Expansion Counties) Colusa Section 2-35.1 (9485 : An Ordinance to join the Partnership HealthPlan of

ORDINANCE NO. XXXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA REGARDING THE PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION

The Board of Supervisors of the County of Colusa, State of California, ordains as follows:

SECTION I: Recitals.

Whereas, Welfare and Institutions Code § 14087.53 authorizes the County to create or join a commission for the purpose negotiating a contract for health care services; and

Whereas, the Colusa County Board of Supervisors finds that joining a commission would benefit the citizens of Colusa County.

Therefore:

SECTION II:

Chapter 2, Article V. Section 2-35.1 of the Colusa County Code is hereby repealed.

Chapter 2, Article V. Section 2-35.1 is hereby added to the Colusa County Code to read as follows:

Sec. 2-35.1.000. Intent.

Partnership HealthPlan of California Commission ("**Commission**") is a multi-county commission that has created a Medi-Cal managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the County of Colusa to join the existing Commission. This chapter allows the implementation of a county organized health system in Colusa County, as authorized by Welfare and Institutions Code § 14087.54.

The Commission has a proven record of improving health care access to its members, who are Medi-Cal recipients, and improving Medi-Cal reimbursement rates to health care providers. The commission links each member with a primary care provider and has been successful in reducing inappropriate use of emergency rooms, providing appropriate levels of inpatient care for its members, developing innovative case management programs and arranging for the provision of an enhanced level of local health care services.

The Commission negotiated a contract with the California Department of Health Care Services, as specified in Welfare and Institutions Code Section 14087.5, to arrange for the provision of health care services provided under Welfare and Institutions Code Chapter 7, Part 3, Division 9. The Commission is authorized to negotiate a contract with the California Department of Health Care Services to expand the Commission into the County of Colusa. This expansion is expected to occur on or about January 1, 2024, for the County of Colusa.

Attachment: County Ordinance for PHC (Expansion Counties) Colusa Section 2-35.1 (9485 : An Ordinance to join the Partnership HealthPlan of

Sec. 2-35.1.010. Authorization to join Commission.

Pursuant to Welfare and Institutions Code § 14087.54, the Colusa County Board of Supervisors hereby authorizes the County of Colusa to join the Commission.

Sec. 2-35.1.020. Membership of Commission.

The Commission shall be comprised of Commissioners appointed by the Board of Supervisors of each member county. Unless and until the Commission, by formal action, establishes a different formula or system of membership, Commission representation for each member county shall be based on the number of Medi-Cal beneficiaries enrolled in the Commission's health plan in each county according to the following formula:

(1) 0-45,000 Medi-Cal beneficiaries within the county equals one Commission seat.
(2) 45,001-60,000 Medi-Cal beneficiaries within the county equals two Commission seats.
(3) 60,001+ Medi-Cal beneficiaries within the county equals three Commission seats.

Commission members shall be appointed by the board of supervisors. Commission members shall serve at the pleasure of the board of supervisors, and may be removed for any reason without cause. The term of office of each member shall be for four (4) years or until the appointment of his/her successor. Vacancies on the commission are filled by appointment by the board of supervisors. Appointees shall serve for the unexpired term of the vacant position.

The Colusa County Board of Supervisors shall follow its own Commissioner selection criteria set forth in this section but also acknowledges that the Commission encourages member counties to consider selecting Commissioners from the following settings: safety net providers (including providers at federally qualified health centers), behavioral health providers, regional center providers, local education authorities, dental providers, Indian Health Service facility providers, and hospital providers with special efforts to select candidates, as opportunity allows, who reflect the diversity of the community and regions (including, but not limited to race, ethnicity, language, and disability status).

Sec. 2-35.1.030. Term of Office.

The term for the Commissioners shall be for four (4)-year periods. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of that member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commissioner ceases functioning in the area from which appointed, or fails to attend three (3) Commission meetings in a row.

Sec. 2-35.1.040. Powers and duties of commission.

Pursuant to the provisions of Welfare and Institutions Code § 14087.54 as it exists on the date of adoption of this ordinance, the Commission shall:

A. Have the power to negotiate the exclusive contract with the California State Department of Health Care Services as specified in Welfare and Institutions Code § 14087.5, and

to arrange for the provision of health care services provided under Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code;

B. Be considered an entity separate from the County of Colusa;

C. File the statement required by Government Code § 53051;

D. Have the power to acquire, possess, and dispose of real or personal property, including creating and/or acquiring affiliated or supporting entities, as may be necessary for the performance of its functions; to employ personnel, including health care providers in accordance with California law; to contract for services required to meet its obligations; and to sue or be sued; and

E. Have all the rights, powers, duties, privileges, and immunities conferred by Article 2.8 of Chapter 7, Part 3, Division 9 of the Welfare and Institutions Code in addition to those previously specified in this section.

Sec. 2-35.1.050. Obligations of commission.

Pursuant to the provisions of Welfare and Institutions Code § 14087.54(d) as it exists on the date of adoption of the ordinance codified in this chapter, any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Colusa. The Commission shall do business as Partnership HealthPlan of California.

Sec. 2-35.1.060. Committees.

The Commission may establish advisory committees from time to time for any purpose that will be beneficial in accomplishing the work of the Commission.

Sec. 2-35.1.070. Termination of membership.

The Commission shall continue to represent the County of Colusa until such time as the Colusa County Board of Supervisors terminates the representation. To terminate the representation, the Colusa County Board of Supervisors or its designee shall provide ninety (90)-days' notice to other member counties and the California Department of Health Care Services, as specified in Welfare and Institutions Code § 14087.54(g).

SECTION III: **Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of the ordinance. The Colusa County Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, or phrase be declared unconstitutional or invalid.

SECTION IV: This ordinance shall take effect thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published with the

Attachment: County Ordinance for PHC (Expansion Counties) Colusa Section 2-35.1 (9485 : An Ordinance to join the Partnership HealthPlan of

names of the members voting for and against the same once in a local newspaper within the County of Colusa, State of California.

SECTION V: All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

The forgoing ordinance, consisting of five sections, was introduced at a regular meeting of the Board of Supervisors held on the 7th day of November 2023, 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 held on the _____ day of _____ by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

_____
Chairman of the Board of Supervisors,
County of Colusa, State of California

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

By_____
Ann Nordyke, Deputy

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: County Ordinance for PHC (Expansion Counties) Colusa Section 2-35.1 (9485 : An Ordinance to join the Partnership HealthPlan of

NOTICE OF POTENTIAL ORDINANCE PASSAGE

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on December 5, 2023, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider a proposed Ordinance as follows:

ORDINANCE SUMMARY
The County of Colusa is proposing to adopt an ordinance to repeal and replace Chapter 2, Article V. Section 2-35.1 of the Colusa County Ordinance Code. The purpose of the ordinance is to allow the County of Colusa to join the Partnership HealthPlan of California Commission and appoint a commissioner to said Commission. The Commission has negotiated a contract with the California Department of Health Care Services, as specified in Welfare and Institutions Code Section 14087.5, to arrange for the provision of health care services provided under Welfare and Institutions Code Chapter 7, Part 3, Division 9.
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.

Date: November 9, 2023

_ORIGINAL SIGNED_____
Patricia Rodriguez, Deputy

11/24/2023 · CCPR

Attachment: 12-05-23 Proof of Publication (9485 : An Ordinance to join the Partnership HealthPlan of

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Community Development Department

FROM: Greg Plucker

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

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

Detailed Description/Background of Request

Background

Available rental housing in the County is quite limited. The Community Development staff has been reviewing the existing Zoning Code with respect to the provisions for temporary worker housing due to the large housing need that is anticipated because of the future construction of the Site's Reservoir project. The purpose of this Board report is to provide background information on the use of one readily available housing type (recreational vehicles) that could be used to address the demand for worker housing as a result of the construction of the Site's Reservoir project.

The Colusa County Zoning Code permits recreational vehicles to be used for temporary housing for: (1) the construction or rehabilitation of a single-family residence (2) to provide care due to a certified medical hardship; or (3) for construction of projects in remote areas where other housing is infeasible. Under the existing Zoning Code provisions, an Administrative Permit must first be obtained. In addition, the existing Zoning Code contains maximum time frames that a recreational vehicle can be used for temporary housing. There is, however, a contradiction in the code as one code section (§4-4.80.040.a) allows a six month time frame, with a six-month extension due to a medical hardship, while under another code section (§44-4.80.040.i) allows a two-year time frame, with a one-year extension.

The Colusa County Zoning Code also allows the living within recreational vehicles located within a mobile home park (§44-0.10) in certain zoning districts. The Zoning Code requires approval of a Conditional Use Permit for mobile home parks and limits the establishment of such parks to land zoned Residential Multiple Family (R-3),

Apartment-Professional (R-4), Neighborhood Commercial (C-1), Community Commercial (C-2), and Commercial Resort (C-R).

Discussion

As mentioned above, the use of recreational vehicles for temporary housing is permitted by the Zoning Code, as well as permanent housing in approved mobile home parks. Staff has identified certain Zoning Code changes that could be considered to offset the anticipated housing demand during the construction of the Site's reservoir project through the use of recreational vehicles for temporary housing as well as permanent housing.

Temporary Housing

As previously mentioned, the Zoning Code allows the use of recreational vehicles for temporary housing. With respect to the Site's project, the Zoning Code allows recreation vehicle housing for construction of projects in remote areas where other housing is infeasible. Staff believes that this provision would be applicable to the Site's project. However, as previously discussed, the Zoning Code limits the time frame for this type of housing. Even the most generous of the code provisions (2 years, with a one year extension) would not allow enough time for a major construction project like the Site's reservoir. However, the Zoning Code could be amended to extend the time period for which a recreational vehicle could be used for temporary housing for a major construction project. Should the Board wish for staff to further review this option, staff would suggest the following parameters be considered:

1.) Set a longer initial time frame for occupancy during a major construction project. For example, the initial time frame could be five (5) years with longer extensions granted depending on the status of the project.

2.) For the initial approval, and for extensions, confirmation that occupancy is for a worker of the major construction project.

3.) Only one such occupancy could be allowed per legal lot as two or more recreational vehicles being occupied would be classified as a special occupancy park per the County Zoning Code and State law.

4.) Consideration of an occupancy agreement between the owner and the County attesting that the occupancy will be limited to a worker(s) of the major construction project and upon completion of the project that the occupancy of the recreational vehicle will cease.

5.) Compliance with water supply and septic disposal requirements.

6.) Compliance with temporary building code requirements for the temporary foundation and electric connection,

During any such Zoning Code amendment, staff would also resolve the current conflict

in the code sections relating to existing temporary time frames (6 months verses the 2 years).

Permanent Housing

As previously discussed, the Zoning Code allows the living within recreational vehicles that are located within a mobile home park (§44-0.10) in certain zoning districts subject to the approval of a Conditional Use Permit. Currently the only Zoning Districts that allow for mobile home parks is the Residential Multiple Family (R-3), Apartment-Professional (R-4), Neighborhood Commercial (C-1), Community Commercial (C-2), and Commercial Resort (C-R). These zoning districts are typically located in close proximity to residential areas. For example, the zoning map for the community of Maxwell, has a number of vacant parcels with the applicable zoning districts where a mobile home park could be located. Please see Attachment #1 for the Maxwell community Zoning Map.

Staff has also received an inquiry from the Colusa Indian Community Council regarding the possibility of establishing a mobile home park which would supply spaces for recreational vehicles on property they own just south of Maxwell, generally just east of the Finks Road/Old Highway 99 street intersection. The concept would be to not just establish a permanent mobile home park where mobile homes, and recreational vehicles could be occupied, but also potentially include other personal service and convenience facilities such as a laundromat, convenience stores, and food and beverage stores.

This property is currently zoned Heavy Industrial. Under the existing Zoning Code provisions, mobile home parks are not permitted on industrial zoned land. The initial discussion with the Colusa Indian Community Council involved potentially rezoning the property to the Community Commercial (C-2) zoning designation that would allow for the approval of a mobile home park subject to the issuance of a conditional use permit. In addition, the C-2 zoning district also allows other personal service uses and convenience facilities that would service the residents of the park. However, the subject property is not contiguous to other C-2 zoned property and such a zoning could be considered "spot" zoning. The property is contiguous to the Light Industrial (M-1), Public Facilities (P-F), and Heavy Industrial (M-2) zoning designations.

Upon further review of this issue, staff believes that amending the M-1 zoning district to permit mobile home parks, subject to a conditional use permit, should be considered for several reasons. First, it would increase the number of locations around the community of Maxwell, and other communities, where mobile home parks could be located. Another important consideration is that personal service uses and convenience facilities are already allowed in the M-1 zoning district either permitted out-right or with a Minor Use Permit. Thus, the necessary personal service uses and convenience facilities that would serve a mobile home park could all be permitted as part of a comprehensive Use Permit should the M-1 zoning district uses be amended to include mobile home parks.

With respect to the Colusa Indian Community Council subject M-2 zoned property,

given its location adjacent to other M-1 zoned property and its location close to the community of Maxwell, staff has not identified significant issues with this potential rezoning. However, any such proposal would have to be reviewed on its own merits and would be subject to the normal Zoning Map amendment application.

Summary

The future construction of the Site's Reservoir project will create a significant demand for worker housing that the current housing stock will not meet. This discussion item has been developed to introduce the concept of expanding the use of recreational vehicles as temporary housing, as well as expanding the zoning district where mobile home/recreational vehicle parks may be located. Following direction from the Board, staff would return with any applicable zoning code changes.

Prior Board Action

None.

Fiscal Impact/Funding Source

This is only a discussion item and no fiscal impact is anticipated at this time.

Action for the Clerk.

None at the present time.

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: **Find that the formal bidding process is not in the best interest of the County and approve a contract with ABS Builders, Inc. for the purchase and installation of one light pole and light located at the Migrant Center laundry facility parking lot.**

Find that the formal bidding process is not in the best interest of the County and approve a contract with **ABS Builders, Inc.** for the purchase and installation of one light pole and light located at the Migrant Center laundry facility parking lot.

Detailed Description/Background of request

On April 25, 2023 the Board approved a contract with ABS Builders to complete the revitalization of the laundry room and lighting of the parking area located at the Williams Migrant Center. Upon completion of the work and after the expiration date of the contract it was discovered that one light pole and light wasn't included in the initial bid due to it being hidden below the ground.

Instead of going through a lengthy bidding process and to ensure the light pole and light match the newly installed poles and lights Purchasing and Procurement is requesting the Board to waive the formal bidding process and approve a contract with ABS Builders, Inc.

Prior Board Action

None

Fiscal Impact/Funding Source

$7,500

Action for the Clerk

ABS Builders, Inc, 1023 Main Street, Colusa, CA 95932

ATTACHMENTS:

- ABS Builders Public Works contract (DOCX)

C23-_____

Installation of Light Pole and Light

This public works contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and ABS Builders, Inc. ("Contractor"), California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the **purchase and installation of one light pole and light to match existing light pole and light at the Migrant Center Laundry Facility parking lot located at 400 Theater Road, Williams, CA (Williams Migrant Housing Center)** as more specifically detailed in Attachment "A."

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 January 31, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed Seven Thousand Five Hundred Dollars and no cents ($7,500.00), as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

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

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

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

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

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

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

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

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

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

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

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

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

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

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

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

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

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

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

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

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

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

12. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

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 ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

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

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

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

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

Court of California for the County of Colusa.

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

If to County:	County of Colusa Migrant Center Attn: Anastacia Allen, Director 100 Sunrise Blvd., Ste. F Colusa, CA 95932
If to Contractor:	ABS Builders, Inc. 1023 Main Street Colusa, CA 95932

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.

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

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

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

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

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

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

A. Attachment "A" Scope of Work/Fees

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ABS BUILDERS INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Patricia Rodriguez, Deputy

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

C23-_____

ATTACHMENT A

SCOPE OF WORK/FEES

SCOPE OF WORK:
Purchase and install one light pole and light to match existing light pole and light at the Williams Migrant Center Laundry Facility parking lot located at 400 Theater Road, Williams CA.

FEES

Labor:	$3,600
Eqip:	$900
Materials:	$3,000
Total:	$7,500

Attachment: ABS Builders Public Works contract (9502 : Waive formal bid process and approve contract with ABS Builders)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

9.2

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

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

Approve FY23/24 Revenue and Appropriations Inter-Budget Adjustment No. IB005 **(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 the IB005 form attached for full details.

Inter-Budget Ledger - FY2023/24					
Department	**Fund**	**Object**	**Dept**	**Amount**	
Elections	001	31960	000	14,514.00	IB-005
Elections	001	57099	451	11,864.00	
Elections	001	53230	451	2,000.00	
Elections	001	53231	451	650.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment form.

Action for the Clerk

None

ATTACHMENTS:

- IB005 - Elections (PDF)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Elections

Submitted By: Cristy Edwards — Digitally signed by Cristy Edwards Date: 2023.11.15 13:46:49 -08'00'

Explanation: When Preparing the 23/24 budget all the HAVA grant monies were recognized with $16,980 budgeted for 23/24 software costs and the balance reimbursements from prior years. After evaluating prior year costs there will be a balance available that we're requesting to allocate to 2 Ballot Drop Boxes ($8,564), 2 laptops ($3,000), 1 Printer ($300); MS software ($650) and re-keying the mobil ballot printer/laptop ($2,000).

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	31960	000	Fund Balance	$ 0.00	$ 14,514.00	$ 14,514.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,514.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	57099	451	Fixed Assets <$5,000	$ 0.00	$ 11,864.00	$ 11,864.00
001	53230	451	Special Dept. Expense	$ 88,846.00	$ 90,846.00	$ 2,000.00
001	53231	451	Software	$ 63,711.00	$ 64,361.00	$ 650.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 14,514.00

Fiscal Year: 2023-24

Board Date: _____

Inter-Budget Log #: IB- 005

OpenGov Amendment #: _____

Attachment: IB005 - Elections (9495 : FY23/24 Inter-Budget Request)

COUNTY OF COLUSA, CA

9.3

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

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

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

Detailed Description/Background of request

The County has been contacted by the Trustee of the Restated Bradford Revocable Living Trust indicating his desire to gift a parcel of land to the County that is held by the Trust. A copy of the email is attached, I have not included the email attachments, as they were copies of tax bills, the trust, and death certificate. However, they have been provided to county counsel as part of the review of this issue.

The land is located southwest of Arbuckle in the foothills. It consists of an 80 acre parcel, zoned foothill agriculture, with no improvements, current assessed value is $6,850. Access appears to be off of Sand Creek Road, but I was advised by the Trustee that the parcel must be accessed by an off-road vehicle.



I see no useful purpose for the land if it were to be accepted by the County. However, the Board may feel differently. Therefore I am seeking direction on how to proceed.

Prior Board Action
None

Fiscal Impact/Funding Source
Unknown beyond loss of minimal property tax revenue

Action for the Clerk

ATTACHMENTS:

- request to gift parcel back to county Bradford trust (PDF)

From: dorsie bradford
To: Wendy Tyler
Subject: request to gift parcel back to county Bradford trust
Date: Friday, September 29, 2023 10:32:17 AM

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hi Wendy,

I spoke to you on Sept 27 regarding my father, Richard Bradford's parcel of land in Colusa County.

I would like to gift this back to the county.

Asmt number 021-050-011-000.

I have attached documents for your review.

Please call me or email if you have any questions or need any more information.

Thank you,

Eric Bradford
209-817-3185
dorsieanne@yahoo.com

Attachment: request to gift parcel back to county Bradford trust (9508 : Real property donation by Bradford)

COUNTY OF COLUSA, CA 12.1

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Counsel

FROM: Richard Stout

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

12.2

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Counsel

FROM: Jennifer Sutton

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

12.3

Request For County Board of Supervisors Action

MEETING DATE: December 5, 2023

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **December 5, 2023**

DEPARTMENT: **Community Development Department**

FROM: **Greg Plucker**

SUBJECT: **1:30 p.m. Public Hearing on the Appeal of Planning Commission Resolution #23-006 for the Janus Solar electrical generating and battery storage project which: (1) denied the certification of the Final EIR; (2) denied the adoption the Mitigation Monitoring and Reporting Program; and (3) denied the approval of the Use Permit on grounds that the project was not consistent with the County's General Plan.**

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

Background of the Request

The item before the Board of Supervisors is an appeal of the Planning Commission's denial of a Use Permit application to construct a commercial solar project. The Use Permit, as well as the environmental documents, were denied by the County Planning Commission on the grounds that the project was not consistent with the General Plan.

Janus Solar PV, LLC (Applicant) applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure. The project proposed to generate and store up to 80 megawatts of electricity on approximately 768 acres of a 1,024-acre site. The proposed battery energy storage system (BESS) would extend the period of time each day that the project could contribute the PV-generated energy to the electrical grid. The project would connect to the existing Cortina Substation, which is owned and operated by Pacific Gas and Electric Company (PG&E), approximately 4 miles northeast of the project site by aboveground electrical lines.

The subject property is also subject to Williamson Act contracts which restricts the use of the property to agricultural uses and certain defined compatible uses. In addition to the Use Permit application, the applicants have also submitted a request to the Board of Supervisors to cancel the property's Williamson Act contracts contingent upon Use

Permit approval.

Staff Report Configuration

In this appeal hearing, the Board of Supervisors will consider the totality of the public record for the project. That record is quite large, nearly 2,900 pages. To avoid the difficulties of producing and distributing a 2,900 page report, only certain attachments will be attached directly to this staff report (Attachment #1: Letters of Appeal, Attachment #2: September 6, 2023, Planning Commission Resolution Denying FEIR, MMRP, and Use Permit and Staff Report, Attachment #13: September 28, 2023 Williams Fire Authority Letter of Mitigation Acceptance, Attachment #14: October 1, 2023 Maxwell Park and Recreation District Letter of Support; Attachment #15: October 10, 2023 Beth Ferrini Katsaris Comment Letter; and Attachment #16: October 24, 2023 Clark and Nelson Comment Letter);. This information represents the Planning Commission's formal denial, the appeal letters, and correspondence received after the Planning Commission's adoption of the denial resolution.

In order to ensure complete access to the project's public record, staff has created an additional attachment to this staff report that provides the direct webpage links to all of the attachments representing the public record. This is attached as "***Janus Solar Electronic Files (Staff Reports and Attachments)***". For those members of the public that do not have internet access (or limited access), a complete hard copy of this staff report, with attachments, is available for review at the Board Clerk's Office.

APN:

018-050-005-000, 018-050-006-000, and 018-050-013-000

Location:

The project site is located approximately 6.5 miles west/southwest from the City of Williams. Access to the site is provided by Spring Valley Road and is approximately 1.64 miles to the south of the Spring Valley Road/Walnut Drive street intersection. Please refer to Figure 2-1 (Project Location) of the Draft Environmental Impact Report (DEIR) for the specific location (Page 2-2, Attachment #6).

California Environmental Quality Act (CEQA) Overview:

Pursuant to the California Environmental Quality Act (CEQA), when a discretionary project (such as the subject Use Permit) is submitted to the County for approval, the County acting as the Lead Agency must determine the appropriate level of environmental review. When staff reviewed the proposed application, staff determined that given the size and scope of the project that it was reasonable to determine that the project could have potential significant effects upon the environment. As such, the Colusa County Community Development Department, as the CEQA Lead Agency, caused an Environmental Impact Report (EIR) (State Clearinghouse No. 2020070577) to be prepared in order to analyze the potential direct, indirect, and cumulative impacts of the proposed project.

An EIR is primarily an informational document intended to inform the public agency decision-makers (Planning Commission and Board of Supervisors), other responsible agencies, and the general public of the potentially significant effects of a proposed project. An EIR is prepared in two key stages. First, a Draft EIR (DEIR) is prepared and distributed for public and agency review. Once comments on the DEIR are received, responses to those comments and any additional relevant project information are prepared and compiled in a Final EIR (FEIR). Both of these documents (i.e., the DEIR and the FEIR), along with any related technical appendices and all public testimony, represent the complete record of the EIR.

Additional information on the CEQA process can be found in the CEQA Overview Section of the Planning Commission's March 1, 2023 Staff Report (Attachment #11, Packet Pages 10-12).

Detailed Project and Site Description:

The DEIR (Attachment #6, Section 2.1 through Section 2.4, Pages 2-1 - 2-20) contains a detailed description of the proposed project. In general, the project consists of three major components: a solar energy generating facility, an energy storage system, and the generation tie-line. A general overview of each component is as follows:

Solar Energy Generating Component

The solar energy generating component would consist of PV solar modules (also known as panels) arranged into arrays supported by a racking system and tracker units that track the sun. Each tracking assembly would consist of steel posts on which the frames for the PV modules rest. Each tracker would hold PV modules mounted on this metal framework structure and range between 6 and 13 feet above grade, depending on the topography. The trackers are organized in rows in a uniform grid pattern or solar array and the project would include approximately 196,000 solar PV modules in multiple solar arrays interconnected to form a utility-scale PV system. The PV modules themselves would be dark blue or black in color, with anti-reflection coating to minimize light reflection.

The project would include a substation (approximately 3 acres) anticipated to be located in the northwest portion of the project site. The substation would include a step-up transformer to increase the output voltage from the module blocks (34.5 kV) to the voltage of the 60- kV gen-tie line, protective relay and metering equipment, utility and customer revenue metering, lightening arrestor, disconnect, circuit breaker and a station service transformer that would provide power to the substation and its weatherproof control house. An emergency generator for use in the event that the regional transmission system fails also would be at this substation; this emergency generator would provide emergency power until the regional transmission system restores operations.

Energy Storage System

The battery energy storage system (BESS) is expected to be located adjacent to the project's substation. Batteries would be contained within metal enclosures measuring approximately 20 to 60 feet long, 8 to 12 feet wide, and 8 to 12 feet in height and situated on concrete pads. The maximum combined footprint for the BESS would be approximately 3 to 5 acres. Key components of the BESS include batteries and battery storage system enclosures and controllers, converters, inverters, and transformers.

Each BESS container would contain a safety system that would be triggered automatically when the system senses imminent fire danger. The fire safety system inside each enclosure would shut down the unit if any hazard indicators are detected. If the safety system detects a potential issue as detected by the smoke and temperature sensors, the batteries would be automatically de-energized by opening the electrical contacts, and HVAC units and fans would be shut off.

Generation Tie-Line

Energy produced from the solar arrays would be collected at the project's substation and transmitted to the existing PG&E-owned Cortina Substation along Walnut Avenue. In order to interconnect the project to the Cortina Substation, the Applicant would construct a new 60 kV gen-tie line that would extend from the project's on-site substation about 2 miles within the County's ROW on Spring Valley Road to Walnut Drive. At Walnut Drive, the transmission line would be located within the Colusa County road ROW for approximately 2 miles on existing, retrofitted, or new poles (approximately 80 feet in height) to the Cortina substation. Along this route, the gen-tie line would cross the Colusa-Tehama Canal, administered by USBR. The gen-tie line would include wood or tubular steel poles of up to 80 feet in height. The Applicant's gen-tie transmission line would terminate at the PG&E Cortina Substation property line. At the Cortina Substation, PG&E would construct network upgrades, interconnection facilities, and a span of transmission line that extends from the Cortina Substation property line to the new bay station within the existing footprint of the PG&E facility. All PG&E improvements would be constructed within the existing Cortina Substation Footprint.

Project Construction:

Project construction would consist of two major stages. The first stage would include site preparation, grading, and preparing staging areas and on-site access routes. The second stage would involve assembling the trackers and constructing electrical interconnection facilities. As proposed, construction would occur during an 11-month period and would occur primarily during daylight hours, Mondays through Fridays 7:00 am to 7:00 pm and potentially 8:00 am to 8:00 pm on Saturdays and Sundays. The applicant proposes potential nighttime hours if necessary for material and equipment deliveries and/or where the schedule has been delayed due to weather or other events. These nighttime activities would be performed with temporary lighting, which would be directed downward to minimize impacts to neighboring properties and wildlife in the project vicinity.

The on-site construction workforce would consist of laborers, craftspeople, supervisory personnel, and support personnel. The on-site assembly and construction workforce is expected to reach a peak of approximately 200 workers; the average number of workers on-site is anticipated to be approximately 50 to 150.

Draft Environmental Impact Report (DEIR):

As previously discussed, a DEIR (Attachment #6 and Appendix Attachment #7) for the project has been prepared pursuant to the requirements of the California Environmental Quality Act. Detailed information are contained with the DEIR documents. The DEIR provides detailed information about the project's potential impacts on 20 different issues as follows:

1. Section 4.1 Agriculture and Forestry Resources;
2. Section 4.2 Air Quality;
3. Section 4.3 Aesthetics;
4. Section 4.4 Biological Resources;
5. Section 4.5 Cultural Resources;
6. Section 4.6 Energy;
7. Section 4.7 Geology, Soils and Paleontological Resources;
8. Section 4.8 Greenhouse Gases;
9. Section 4.9 Hazards and Hazardous Materials;
10. Section 4.10 Hydrology and Water Quality;
11. Section 4.11 Land Use and Planning;
12. Section 4.12 Mineral Resources;
13. Section 4.13 Noise;
14. Section 4.14 Population and Housing;
15. Section 4.15 Public Services;
16. Section 4.16 Recreation;
17. Section 4.17 Transportation;
18. Section 4.18 Tribal Cultural Resources;
19. Section 4.19 Utilities; and
20. Section 4.20 Wildfire.

Attachment #11 (Planning Commission March 1, 2023 Staff Report, Packet Page 14 through Packet Page 29) provides a summary of each of these DEIR sections.

Final Environmental Impact Report (FEIR):

The 45-day public review period for the DEIR began with the filing of the Notice of Completion (NOC) on October 14, and ended on November 29, 2021. Upon conclusion of the public review period, nine comments were received from seven property owners and their representative and two State agencies. The FEIR provides an analysis and response to each of the issues identified in the submitted comments. Because several comments contained the same issues, there is some duplication of the FEIR responses.

Attachment #11 (Planning Commission March 1, 2023 Staff Report, Packet Page 29

through Packet Page 35) provides a summary of the comments received during the DEIR public review period.

As will be discussed in the following section (Planning Commission Action) following the public distribution of the FEIR, additional comment letters and oral testimony was received on the FEIR. As a result of these comments, several minor changes were made to the FEIR. Attachment #8.a (Planning Commission Staff Report of August 2, 2023, Packet Pages 22 through 30) provides a detailed discussion of these comments and the minor amendments to the FEIR.

Planning Commission Action:

Public Hearing Overview

The proposed project was presented to the Planning Commission at 5 different meetings. The project was originally scheduled for the Planning Commission's March 1, 2023 meeting. However, due to Commission member absences and recusals the item could not be considered due to a lack of a quorum. Although the item was "pulled" from the agenda, several property owners voiced their opposition to the project. Please refer to Attachment #11 for the Planning Commission's minutes and staff report from the March 1st meeting. The project was subsequently re-noticed for the Commission's April 5, 2023 meeting (Attachment #10).

Prior to the Planning Commission's April 5th meeting, additional comments were submitted regarding the adequacy of the Final EIR. Included in these comment letters was a letter from the Williams Fire Authority which detailed their concern that should there ever be a fire, despite the mitigation measures, it would result in a potentially significant impact due to operational staffing issues. The Fire Authority believes that a specific fire public service mitigation fee is required in order to ensure that if there is a fire that it can be adequately staffed from an operational perspective.

As a result of the Fire Authority's concerns, the project was continued to the Commission's May 4, 2023 meeting so that the project applicant and the Williams Fire Authority could meet, discuss the Fire Authority's concerns, and potentially develop a resolution. However, a resolution to these issues had not been reached by the May 4, 2023 Commission meeting and as a result, the project was indefinitely continued. Attachment #9 is the Planning Commission's May 4, 2023 staff report packet.

Subsequent to the Planning Commission's May meeting, project proponents and the Fire Authority continued to discuss operational issues associated with battery storage fires. At issue is that lithium-ion battery fires present a hazard due to potential explosion, fire, and the release of toxic gases. The request for permanent funding was needed to ensure that full-time fire staff, with the proper training, is available to respond to a lithium-ion battery fire. During these discussions, the Fire Authority and the applicant have discussed the required funding necessary to ensure that the permanent, trained firefighting staff is available to respond to an incident at the Janus project.

As a result of these discussions, Mitigation Measure PS-1 was developed. This mitigation

measure requires a $300,000 annual payment (adjusted each year for inflation) for the life of the project to the Fire Authority to fund a 24 hours a day/365 days a year permanent fire fighter staff. Prior to any building permit issuance for the solar or battery components of the project, the Williams Fire Authority's Board will have to approve the actual funding agreement and a prorata payment for the first year's operational costs. In addition, the mitigation measure requires that the developer pay for the cost for additional response vehicles and any damaged Personnel Protective Equipment in the event of a call for service. With this mitigation measure, as well as Mitigation Measure Fire-1, Chief Gilbert and the Williams Fire Authority Board are satisfied that the fire risk from the project has been adequately mitigated. Subsequent to the resolution of this issue, the project was re-noticed for the Planning Commission's August 2, 2023 meeting.

Planning Commission's Public Testimony

The Planning Commission's August 2, 2023 staff report (Attachment #8.a) contains a detailed discussion of the project, the comment letters (including the comment letters submitted subsequent to the distribution of the FEIR), and the minor changes which were subsequently made to the DEIR and Mitigation Monitoring and Reporting Program.

At the August hearing, the Commission received a presentation from County staff on the project, as well as considerable public testimony (some for the project and much more against). Attachment #8.b provides a link to the audio recording from the meeting. The following will provide a general summary the public opposition and questions about the project and provide additional detail of the project requirements (for the detailed specifics of the concerns voiced at the Planning Commission meeting please review Attachment #8.b):

1.) *Concern was expressed that the neighbors' concerns were considered insignificant.*

The comments that were received were fully considered as part of the project review. Part of the reason that it took approximately 15 months to respond to the comments on the Draft EIR was to ensure that the submitted comments were fully addressed. Following the release of the Final EIR, another 8 months passed before the item was finally heard before the Planning Commission, again, in order to ensure that all additional comments were fully considered.

Within the various Planning Commission staff reports, staff discussed each comment that had been submitted to ensure that the Planning Commission was aware of each comment so that those concerns could be fully considered by the Commission. Also, staff maintained an email notification list and in addition to the published public hearing notices in the newspaper and mailed directly to property owners and interested parties, staff emailed notices to all interested parties that had provided email contacts. Staff also routinely emailed staff reports and other project information directly to surrounding property owners to keep them fully informed of the status of the project and to facilitate their review of the information and their ability to provide comments.

2.) *Concern was expressed about how the project would be decommissioned and how it would be ensured that it would be cleaned up.*

As discussed at the August hearing, the proposed Use Permit conditions included the requirement that prior to building permit issuance, an engineer's estimate for decommissioning the project, returning the property back to the pre-existing development state, and a bond or other surety in a form satisfactory to the County Counsel be submitted to the Community Development Director for review and approval.

This condition also required that every five years the estimate and bond be updated and that one year prior to the decommissioning of project, the applicant submit a detailed project specific decommissioning plan to the Community Development Director for review and approval as well as an updated engineer's estimate of the cost of this decommissioning. This plan would fully detail the decommission requirements including the disposal site for any equipment.

3.) *Concern was expressed about the proposed hour of operation and potential nighttime operation's impact on the neighbors.*

As discussed at the hearing, when staff originally reviewed the proposed hours of operation staff was also concerned with late night or overnight operations. As a result, a Use Permit condition of approval was proposed that restricted semi-truck construction traffic and off-site construction to Mondays through Friday (weekend semi-truck traffic and off-site construction was prohibited). In addition, on-site construction activities were limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5 pm on Saturday and Sundays.

4.) *Strong disagreement with the DEIR finding that the project would not have a significant visual impact.*

The DEIR contained a visual impact analysis and a number of photo-simulations of the project. In general, the FEIR found that the project would introduce new and visible features but that the impact would be moderate and not significant given the limited views from off-site and that it would not block views of the surrounding hills or the existing trees within the project area.

During the Planning Commission hearing, staff provided a photo review of the potential visual impact that the project would have. The existing topography effectively screens the project from views outside of Spring Valley. Within the valley, much of the views are limited do to the distances to the panels. However, along Spring Valley Road there is an approximate ½ mile stretch where the panels and project substation would be approximately 100 feet from the road and would be most visible when driving along this stretch of Spring Valley Road and when viewed from the immediately adjoining properties.

During the hearing staff sought input from the Commission on the proposed visual impact and the land use change and whether any additional conditions or project changes should be implemented to address these issues. In denying the project, the Commission did not provide specific direction for the need of additional mitigation measures regarding visual impacts (such as screening or establishing greater setbacks from Spring Valley Road).

Ultimately, the Board needs to determine whether the visual change when viewed along Spring Valley Road and from adjoining properties either constitutes a significant visual impact for purposes of certifying the EIR or would be detrimental to persons residing or working in the area for purposes of the Use Permit approval. In making this determination, the Board does have flexibility in making these determinations. For example, should the Board determine that the proximity of the equipment to Spring Valley Road would either be a negative visual impact or would be detrimental to persons in the area, the Board could require additional mitigation, such as requiring a larger setback along Spring Valley Road or the installation of a landscape buffer for example.

5.) *It has been suggested that the property owner should annex the property into the Westside Water District in order to plant an orchard*.

The property owner has stated that they have pursued the potential water district annexation of the property unsuccessfully in the past. However, at this juncture they are pursuing this projext in order to help support their existing cattle operations that will remain on other property that they own. As discussed in the DEIR, the project site does not contain irrigation infrastructure or an irrigation system connection to the Westside Water District. Due to lack of irrigation water, the current use on the project site is cattle ranching. The site owners farm winter crops (e.g., wheat, rye, barley, vetch, and oat) on 400 acres (not part of the project site) which is used to feed cattle.

These crops are watered solely by winter rain. During normal rain years, the site owners supply water to troughs for their cattle from three sources: an existing on-site hand dug well; several on-site pit type reservoirs that store winter rain runoff; and several natural on-site springs. During severe drought years, water is purchased from neighbors and trucked in and the cattle herd size is reduced.

As the Board is also aware, with the exception of last winter, the County, like much of the State, has been experiencing repeated years of drought. This has led to the curtailment of surface water deliveries, which has had significant impacts on agricultural production. As a result, groundwater well pumping has increased significantly to provide the necessary water to supply orchards or fields have been left fallow. This increase in groundwater pumping has led to a number of issues in the County including ground subsidence and nearby domestic wells going dry.

Long-term weather predictions suggest that the extreme weather patterns will continue and actually worsen in the coming decades. Without significant water

storage projects being built in the State, reliance on groundwater will increase as will the potential negative consequences. The decades that it has taken to bring the Sites storage project to where it is today, illustrates the States inability to move storage projects forward. Ultimately, converting the dry land farming use to another irrigation dependent agricultural use, such as orchards, would change the existing views of the property and could result in impacts to the area's shallow domestic wells.

6.) *Opposition was voiced over the visual impact of the new power poles and the impact to agricultural related aviation.*

The FEIR included additional photo simulations of the project showing what the power poles along Beauchamp Drive (Walnut Avenue) would have on the area. As is shown, the appearance of the poles would not be out of character with the existing streetscape. It should be noted that the poles that were visually modeled are a dark brown color. In order to ensure that the visual appearance matches the photo simulation, a condition in the Use Permit was been included which requires if metal poles are used, that the finish be a flat, dark brown color to resemble the existing wooden power poles.

With respect to agricultural aviation, the County's Agricultural Commissioner's office was contacted regarding this potential impact. Based on information obtained from the Agricultural Commissioner's Office, there are nine growers with a total of 15 permitted sites adjacent to the proposed gen-tie line route. These sites include orchards and field crops. Based on data available for the last three years, there were 27 aerial pesticide applications in 2019, five aerial pesticide applications in 2020, and one aerial pesticide application in 2021. The pole heights proposed as part of the project are not too dissimilar to the other existing obstacles for aerial applicators and based on discussions that the Agricultural Commissioner had with the aerial operators, the introduction of the new gen-tie poles would not prevent agriculturally related aeronautic operations from occurring.

7.) *Concern was expressed that there would be no benefit to the County from the project.*

Portions of solar developments are excluded from property taxes per State law. This property tax exclusion results in solar projects not providing the tax revenue needed to offset public services that they may require. CEQA requires an analysis of physical impacts to the environment from a project; it does not require analysis of social and economic impacts. Under CEQA, "an economic or social change by itself is not be considered a significant effect on the environment". However, Community Development Department staff believes that potential economic impacts that may result in County service constraints must be fully considered in the review of any project so that all aspects of the project are fully evaluated.

In order to review the projects potential fiscal impacts, the County

commissioned an economic impact analysis. As detailed in the Janus Solar Facility Economic Impact Analysis dated January 9, 2023 (Attachment #12):

a) The construction of the project is anticipated to generate $15.9 million in onetime economic activity (supporting 90 jobs) and generate $788,000 in onetime fiscal revenues to the County;

b) On an annual ongoing basis, project operations are anticipated to generate $4.0 million annually in total economic activity (supporting 6 new jobs in the County); and

c) On an annual ongoing basis, the project is anticipated to generate tax revenue (property tax and property tax in-lieu of motor vehicle (VLF) revenue) directly to the County ranging from approximately $155,000 in the first year of operations to approximately $22,000 once all assets have depreciated (years 12 and beyond). Please note as equipment is replaced, the value will increase along with the property tax.

In the short-term, the project would generate significant economic activity and benefit. In the long term, project operations would add additional economic activity over the cattle operations that exist today. With respect to property taxes, the State's solar property tax exclusion does significantly reduce what property taxes would be received from the developed project. However, it is important to note that even fully depreciated; the property tax payments would be greater than is being collected today.

It is important to note that the property tax scenario was developed based on the Guidelines for Active Solar Energy Systems New Construction Exclusion published by the State Board of Equalization (December 2012) and assumes a dual use scenario in which the battery storage facilities on site would be in some way fueled by the existing energy infrastructure and not solely be charged by the solar facility. Under this scenario, 25 percent of assessed value for the battery storage system would be taxable. Staff has confirmed with the applicant that this is the minimum percentage amount that would be factored into the property taxes calculation and should the BESS be charged more from the grid, then the property tax payments could increase. However, staff wanted to be conservative in this assumption and not overstate the potential tax revenue.

Currently, under the Williamson Act, the project site generates approximately $15,212 in total annual property taxes, with the County receiving approximately $3,514. As part of the project, the property is proposed to be removed from the Williamson Act and the first year total tax revenue (property tax and VLF) is estimated to be approximately $495,083 with the County receiving approximately $154,765, or $151,251 more than currently being collected.

Please note that in addition to the County, all other agencies in the project site's Tax Rate Area (Williams School District, Yuba Community College District, Williams Fire Authority, and the Colusa Groundwater Authority) will also be receiving

considerable more tax revenue than they are currently. Even after the equipment is fully depreciated in year 12, the total amount of tax revenue is estimated to be approximately $71,503 with the County receiving approximately $22,352, or $18,838 more than currently being collected. The remaining amount would be distributed to the other agencies in the tax rate area.

While the County, as well as the other agencies in the project site's Tax Rate Area, will be receiving more in tax revenues than is currently being collected, staff was nonetheless concerned that the developed project would generate additional public service demands than the existing uses on the property are generating and whether the additional tax revenue would pay for any increased public service demand.

As detailed in Chapter 3 of the FEIR (Minor Revisions to the Draft EIR), a Public Services Mitigation Fee has been developed to ensure that any potential public service is fully mitigated. As required, each year for the life of the public, the developer will pay $100,000 directly to the Colusa County for unrestricted use. In addition, the developer is also required to pay annually $10,000 to the Maxwell Park and Recreation District, $10,000 payment to the City of Williams to support the Williams Park and Recreation Department, and $10,000 to the Arbuckle Park and Recreation District. Finally, the developer would pay a $300,000 annual payment to the Williams Fire Authority to fund a full-time 24/7/365 fire fighter which would not only serve the Janus project but all residents and businesses with the Fire Authority's district. These amounts would be adjusted annual for inflation.

In summary, between the one-time revenue, the on-going operational revenue, the increased property taxes, and the Public Service Mitigation Fee payments, the project will have a positive economic impact while ensuring that public services are fully funded and also providing increase fire safety services throughout the Williams Fire Authority service area to the benefit of all residents and businesses.

8.) *Concern was expressed that water run-off from the BESS would be contaminated and impact the underlying ground water basin.*

The BESS units are designed to be water proof and, as such, water run-off would not become contaminated. With respect to the BESS fire sprinkler system, should this system be deployed the amount of water is relatively small and would be captured with the BESS enclosure. After any sprinkler activation, the water would be extracted and disposed of at a licensed disposal site approved to receive the waste water. As detailed in Item #18, the Construction General Permit from the Regional Water Quality Control Board will ensure that water quality will be preserved.

9.) *Concern was expressed that access to the project is along a one-way in and one-way out facility.*

Included within the proposed Mitigation Measures is the requirement that as part of the siting of the battery storage system, adequate setback shall be provided to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the project. Prior to fire permit issuance, the setback and access is required to be reviewed and approved by the Williams Fire Chief to ensure that two-access is maintained in the event of an emergency response.

10.) *A question was asked as to when the emergency response training would occur.*

Included within the proposed Mitigation Measures is the requirement that prior to any building permit issuance, a Battery Storage Fire Management and Training Plan shall be submitted to the Williams Fire Authority for review and approval. This Battery Storage Fire Management Plan is required to detail the specific fire suppression protection measures that will be implemented in the battery storage facility to eliminate battery storage fire hazards to the satisfaction of the Williams Fire Authority Chief. The timing of the training will be specified by the Williams Fire Chief but at a minimum it will occur prior the facility becoming energized.

11.) *A comment was expressed that the Williamson Act cancellation requirement was being glossed over.*

As repeatedly discussed in the DEIR and various staff reports, the entirety of the project site is included in a Williamson Act contract and in conjunction with the project, the applicant has filed a Petition for Cancellation of Contract for the Williamson Act contract. More specifically, the DEIR (Attachment #6) contains a detailed analysis of the cancellation requirements and the potential impacts associated with such a cancellation in numerous sections including but not limited to Section 4.1 - beginning at Page 4.1-10, Section 4.14 - beginning at Page 4.1-5, Section 4.1.2.2.1 - beginning at Page 4.4-1, Impact 4.1-2 - beginning at Page 4.1-5, and Section 4.11.2.2.1 - beginning at Page 4.11-1.

As detailed, in order to cancel a contract, the County must find (1) that other public concerns outweigh the objectives of the Williamson Act and (2) that there is no proximate noncontracted land that is both available and suitable for the proposed use or that development of the contracted land would provide more contiguous patterns of urban development (Government Code Section 51282(c)).

As stated in the DEIR (Attachment #6, Impact 4.1-2, pages 4.1-5 through 4.1-9), development of the proposed solar facility is in the public interest in order to address the State's goal of generating emissions-free electricity energy, and the Courts of upheld this determination. The subject property is not prime farmland and its conversion would not have a significant adverse effect on agricultural resources.

In addition, as discussed in various staff reports for the project, early on the project review, the applicant met with the Board of Supervisor's Williamson

Act ad hoc committee (Supervisor Evans and then Supervisor Carter) to discuss the project and to consider whether the project could be considered a compatible use pursuant to the County's Williamson Act policies. Board Resolution 02-82 sets forth the current permitted and compatible uses. Item #19 of Compatible Uses lists "The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities." While the proposed project is an electric utility facility, it will displace the agricultural use of the site. As such, the Ad Hoc committee believed that given the elimination of agricultural uses, the project was not compatible with agricultural uses on the site and, therefore, recommended that the existing Williamson Act contracts be cancelled should the project proceed.

Mitigation Measure AGR-1 was developed in response to this recommendation and the proposed Use Permit contained a specific condition that made any Use Permit approval contingent upon the Board of Supervisors approving the cancellation of the properties' Williamson Act Contracts. In addition, this cancellation was required to be finalized prior to the expiration of the Use Permit. This condition also specified that once the contracts had been cancelled, acceptance back into the County's Williamson Act program would have to be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. Finally, the condition specified that no contract re-entry would be able to occur until after the project had been fully decommissioned and returned to its pre-project state.

It is important to note, as stated in the August Planning Commission staff report (Attachment #8.a), the cancellation process would be followed and this process requires that the full Board of Supervisors make the above referenced findings. The Ad-Hoc Committee never inferred support for the project itself; only that if the project was approved that the contracts be cancelled due it displacing the agricultural uses on the property. The Ad Hoc Committee did not determine whether or not the findings to cancel the contracts could be made because that determination was premature and was subject to the determination of the entire Board of Supervisors.

12.) *A question was asked how it was possible that a company with over 1,500 employees fill out the project's application questionnaire incorrectly and it was stated that you cannot have confidence in a company that fills out an application dishonestly?*

The application questionnaire form that is referenced is submitted with a new project at the time of application submittal. This form is intended to provide staff a generalized overview of potential impacts that proposed applications may have. The questionnaire that was submitted at the time of application filing stated that the project would not have change scenic views, the character of the general area, etc. The employees that were involved in preparing that form are no longer with RWE so it is not possible to determine the rationale behind the answers. It is important to note that staff does not rely on those answers to conclusively determine how a project may or may not have potential impacts. In

the subject case, staff determined that these issues, as well as others, did have potential significant impacts and, as such, were analyzed in EIR.

13.) *A statement was made that the $300,000 annual payment to the Williams Fire Authority illustrates the grave concern over the high fire dangers and the high risk.*

The fire mitigation measures that have been proposed were developed after considerable discussions between RWE and their fire safety subject matter experts and the Williams Fire Authority and their fire safety subject matter experts. The Williams Fire Authority has submitted a letter stating that if the project is approved, the Authority is comfortable with the proposed mitigation measures (Attachment #13).

Please note, the funding of the additional fire staff will be of benefit to all residents and businesses within the fire district.

14.) *Concern was expressed about the project related dust and that the dust creates habitat for dust mites which can defoliate orchards and just putting it on once a year will not work.*

Access to the project site is Spring Valley Road, a gravel County Road. In June 2022, a field study was conducted to observe the degree of effectiveness of the dust suppressant that has been historically used by private landowners on unpaved, rural County roads adjacent to orchards throughout the area. A liquid magnesium chloride dust suppressant commercially known as "Dust-Off" was applied to a portion of King Road, an unpaved roadway in rural Colusa County which borders existing orchards. In addition, a section of the roadway was also left untreated so that a direct comparison could be made between the treated roadway and the untreated roadway. A semi-truck with a loaded travel trailer traveled along the treated and untreated road at speeds of 15 MPH, 25 MPH, and 40 MPH.

Appendix "C" of the FEIR (Attachment #3) shows that the application of dust suppressant was extremely effective in mitigating dust generation at all travelled speeds. This observation is consistent with field observations of the Road Department staff where Dust-Off has been historically applied on County Roads to control dust and prevent it from impacting adjacent crops. However, in order to ensure dust is not created, Mitigation Measure AQ-1 was developed which includes a number of requirements including: (1) that the applicant apply the dust suppressant per County standards prior to and during construction as necessary to prevent dust to the satisfaction of the Public Works Director; (2) construction traffic speed on Spring Valley Road be limited to 15 MPH; (3) during peak travels periods a traffic control flagger will be present on Spring Valley Road to enforce the 15 MPH speed limit and monitor and log dust conditions; and (4) each day during construction, the construction contractor shall keep a daily log of dust and weather conditions. In addition, prior to the application of the dust suppressant, Spring Valley Road will be graded to ensure a flat uniform

surface.

In addition to this requirement, before and during construction an additional mitigation measure (AQ-3: Long-Term Dust Control) has been developed which requires the applicant to apply the dust suppressant once a year (generally in late spring) to ensure that dust generated by the applicant's operational traffic and other local traffic does not impact the surrounding orchards. The timing and rate of application of the dust suppressant is required to be to the satisfaction of the Public Works Director. While post construction traffic will be minimal and most of the traffic will be from other users of Spring Valley Road, the project will nonetheless continue to mitigate this dust primarily generated from other traffic.

15.) *Concern was expressed that approval of this project will result in more solar projects and over time move the County from an agricultural based economy.*

Staff cannot envision that the County will move away from being a primarily agriculturally based economy. However, regardless of the ultimate decision with respect to this project, there does exist the potential for other commercial solar projects being proposed. Preliminary plans have been submitted for a project near the PG&E gas plant and a project 10 miles to the west. In addition, as discussed in the FEIR, the Community Development Department was informally approached in October 2022 by a developer interested in potentially developing a parcel in the County to the south of the project or near the Cortina Substation as a battery energy storage project. Because of a number of differences in the land form to the south of the Janus project and energy tie-in requirements to the Cortina substation, staff was not supportive of another large-scale solar project in the Spring Valley area. In addition, the previous developer did discuss the potential Williamson Act cancellation process with the Board's Williamson Act Ad-Hoc committee at that time. The then Ad-Hoc Committee also informed the developer that they would not support cancelling additional contracted lands in the area. Staff cannot prevent other applicants from applying for other discretionary types of projects, as each project has to be reviewed and considered on its own merits. However, to date both staff and the former Williamson Act Ad-Hoc committee have been consistent in our lack of support for another large-scale solar project in Spring Valley.

Plans for another large-scale solar project in the Spring Valley area have been abandoned and in November, a preliminary application for a battery storage only project has been submitted approximately 0.5 miles to the east of the Cortina Substation. This project would be located on approximately 20 acres, would be surrounded by orchards, and the electrical tie-in to the substation would be underground. Although there are significant differences with this project and the Janus projects, there are also similar issues that will need to be fully considered during the public review process.

16.) *Concern was expressed that additional power lines could prevent existing agricultural operations from occurring like it did when easements were previously granted for other lines in the area.*

The proposed power lines would be located within the existing County right-of-way and not would be located on private property where there are existing orchards. As such, a repeat of the previous circumstance when the property owner was told that they would be able to farm under the power lines only to have that ability rescinded would not be repeated.

17.) *Extensive testimony was provided that the proposed project was inconsistent with numerous provisions of the General Plan including (but not limited to):*

a.) *General Plan Policy AG 2-1 which states that, "Agricultural-related industrial support operations shall be permitted on agricultural lands. Such uses may include, but are not limited to, processing, assembly, distribution and warehousing of agricultural materials and commodities and alternative energy systems that provide energy for on-site uses. These uses are permitted as principal permitted uses subject to the standards of the Zoning Ordinance and subject to compatibility findings; and*

b.) *The County Zoning Code makes that subject property ineligible for inclusion within the Energy Production Overlay Zone.*

General Plan

The County's General Plan identifies the County's vision for the future and provides a framework that will guide decisions on growth, development, and conservation of open space and resources in a manner consistent with the quality of life desired by the County's residents and businesses. The County's General Plan, rightfully so, provides numerous general policies that seek to protect and promote the County's existing agricultural history and industry as the County's most important resource.

Within the General Plan are other specific policies that provide specific direction for other uses, including commercial solar projects for off-site uses. These provisions include:

- General Plan Table LU-1 which identifies specific uses allowed in each of the General Plan land use table. This table specifically states that "*Energy Production: solar, cogeneration, and biomass energy*" are allowed uses on properties within the Agricultural Upland General Plan land use designation. The project site is located in Agricultural Upland General Plan land use designation.

- General Plan Table LU-1 also states that the Zoning Ordinance will identify specific uses allowed on each parcel. The subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit

- General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit". The project site is located in Agricultural Upland General Plan land use designation.

Based on these specific General Plan provisions, the proposed project is an allowable use subject to the issuance of a Conditional Use Permit.

The Energy Production Overlay Zone

Testimony was provided that the property is ineligible for inclusion within the County's Energy Production Overlay Zone due to the existing Williamson Act contracts. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) does state that the EP overlay zone shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract. Under the County's Williamson Act program Item #19 of Compatible Uses does list the erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities as a compatible use.

It is also important to note that the Energy Production Overlay was developed so that the County could designate large areas for energy production in order to facilitate solar permit approvals. Under the Energy Product Overlay zoning district, only a minor staff level Use Permit application before the Zoning Administrator would be required. However, this is not applicable because the application is being processed under a major Use Permit before the Planning Commission pursuant to the provisions of the Zoning Code.

18.) Concern was expressed that once the site was developed that there would be an increase in storm water flows that would flood the City of Williams because the grasslands would be removed and the site would be turned into a "parking lot".

The soil permeability rate for the vast majority of the site would be left unchanged. The existing grasslands would not be removed and replaced with an impermeable surface. Rather the existing grassland would be maintained at a low level (consistent with the wildland fire mitigation plan) and the soil permeable for the vast majority of the site would not be mechanically altered.

In addition, as discussed in the DEIR, the Construction General Permit from the Regional Water Quality Control Board requires the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that includes specific Best Management Practices (BMPs) designed to prevent sediment and other pollutants from contacting stormwater and from moving off-site into receiving waters. The BMPs fall into several categories, including erosion control, sediment control, waste management and good housekeeping, and are intended to protect surface water quality by preventing the off-site migration of

eroded soil and construction-related pollutants from the construction area. In addition, any herbicide treatment of the grassland would have to be approved just as it is for any agricultural application.

Routine inspection of all BMPs is required under the provisions of the Construction General Permit. In addition, the SWPPP is required to contain a visual monitoring program and a chemical monitoring program for non-visible pollutants. Post-construction requirements necessitate that construction sites be restored to pre-project hydrological conditions to ensure that the physical and biological integrity of aquatic ecosystems are sustained in their existing condition. These requirements ensure that there is no increase in the net run-off from the project post construction and that the water quality is not degraded.

Planning Commission's Action

Pursuant to Section 44-2.20.30 (Allowed Uses in the Agricultural Zones) of the Zoning Code, Energy Generation for Off-Site Use are permitted subject to obtaining a Conditional Use Permit. Pursuant to Section 44-1.70.010 (Review Authority) the Planning Commission is the review authority of Use Permits. Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the Planning Commission must make the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

At the August Planning Commission hearing, Staff provided the Commission with a resolution for its consideration that would have certified the FEIR and approved the proposed Use Permit.

In providing the resolution for approval, staff stressed that this option was available if the Planning Commission determined that that the FEIR along with the proposed mitigation measures and Use Permit's conditions of approval reduce potential impacts below a level of significance and that the project would not be detrimental to surrounding properties and residents.

Staff also informed the Commission that during their review the Commission could also determine that additional project changes or conditions were necessary in order to reduce potential impacts below a level of significance and/or to ensure that the project would not be detrimental to surrounding properties and residents.

Finally, the Commission was informed that after considering the totality of the record that if the Commission made any of the following findings that they would need to

deny the project:

1.) There were potential environment impacts that had not been mitigated below the level of significance which prevents certification of the FEIR;

2.) That the project was not consistent with the General Plan or Zoning Code; and/or

3.) That the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area such that the Commission cannot approve the project.

Ultimately, the Commission voted to find that the project was not consistent with the General Plan and voted to deny the project. At the Commission's September meeting, the Commission adopted Resolution No. 23-006 denying the project finding that:

A. The Colusa County Agricultural and Land Use Elements of the General Plan contains numerous goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses. The proposed project would not be consistent with these goals, objectives, policies and action items including Objective AG 1-which recognizes that agricultural land is the County's greatest natural asset and calls for appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses and Policy AG 2-1 because it would take 1,024 acres of agricultural lands out of production for a commercial solar project that would provide energy exclusively for off-site uses; and

B. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) states that the EP overlay zone shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract. The proposed project would be located on land that is currently under Williamson Act contract and would not be consistent with this Zoning Code section.

Please see Attachment #2 for Planning Commission Resolution 23-006.

Appeal to the Board of Supervisors:

Pursuant to Section 44-1.80.080.D.3 of the County Code, all decisions of the Planning Commission are appealable to the Board of Supervisors. Following the Planning Commission's denial, project proponents have filed an appeal to the Board of Supervisor's (Attachment #1). Project proponents have filed the appeal based on their belief that:

- Declining to certify the EIR based on General Plan and Zoning Code inconsistencies is improper and that the certification is a straightforward analysis of an EIR's legal adequacy under CEQA which is separate from consideration of

the project approval;

- The EIR sufficiently mitigates environmental impacts as required by CEQA, and none of the evidence before the Planning Commission controverts the EIR's conclusions that the Project is consistent with the General Plan and Zoning Code; and

- The Project is expressly consistent with both the General Plan and the Zoning Code as off-site energy production (including solar) is allowed with a Use Permit, which is precisely the approval Janus Solar seeks.

Pursuant to the County Code, the Board of Supervisors shall consider all issues raised by the appellant and may also consider other relevant issues related to the project being appealed. These other issues would include the issues voiced and submitted by the public during the processing of the Use Permit application and the testimony that was summarized herein and the audio recording of the entire meeting is available as Attachment #8.b.

USE PERMIT (UP 20-01):

Pursuant to County Code Section 44-1.70.010 (Review Authority) the Planning Commission is typically the review authority of Use Permits. However, on appeal the Board of Supervisors becomes the review authority. Section 44-1.80.030 (Use Permits) of the County Code specifies that in order to approve a Use Permit application, the following findings must be made:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title; and

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use.

Finding #1: General Plan Consistency

An issue that staff is seeking the Board's direction on is the potential conflict between General Plan provisions of the Agriculture Element and the following General Plan policies that provide for the establishment of commercial solar projects on properties with agricultural land use designations. Specific provisions include:

1.) General Plan Table LU-1 specifically states that "Energy Production: solar, cogeneration, and biomass energy" are allowed uses on properties within the Agricultural Upland General Plan land use designation;

2.) General Plan Table LU-1 states that the Zoning Ordinance will identify specific uses allowed on each parcel and the subject property's Foothill Agriculture (F-A)

zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit; and

3.) General Plan Policy CON 2-3 states, "*Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit*".

With respect to other General Plan policies that call for the protection of the County's agricultural resources, staff believes that these are very important general policies that must be fully considered and balanced against the other specific General Plan provisions that allows solar projects on agricultural lands subject to the issuance of a Conditional Use Permit.

In considering these other policies, including General Plan Goal AG-2 (Maintain and enhance agriculture as the County's most critical land use, economic sector, and resource) it is important to review how the project would actually impact the County's overall agricultural industry:

- The proposed project is not being located on prime agriculturally soils and is being used for dry land ranching operations. There are approximately 170,000 acres in dryland grazing and the removal of the project's 1,024 acre is approximately 6/10's of one percent of this acreage.

- In 2021, cattle ranching overall in the County resulted in approximately 2.7 percent of the overall agricultural economic activity in the County. Thus, the removal of this land would result in a reduction of overall agricultural economic activity of less than 2/100's (0.016%) of one percent County-wide. In 2022, with the impact of the drought, cattle operations represented approximately 5 percent of the total agricultural activity in the County. Even with this proportional increase, complete removal of this land would result in a reduction of agricultural economic activity of less than 3/100's (0.03%) of one percent County-wide. Again, this does not take into account that the proposed project would support the remaining cattle operations and the overall County-wide reduction would actually be even less.

- When the 2014 Zoning Ordinance Update was approved, there was over 240,000 acres of other land zoned the F-A zoning designation. Accordingly, the project represents approximately 4/10's of one percent County-wide of F-A zoning property.

- There are approximately 540,000 acres of land in the County zoned for agricultural with approximately 318,000 acres in Williamson Act contracts. Removal of the project's 1,024 acres of contracted land would represent less than 2/10's (0.19%) of one percent and approximately 3/10's (0.32%) of one percent respectively.

Overall, the removal of this property from dryland cattle grazing will have a negligible

impact on the County's agricultural industry or land used in agricultural purposes.

However, should the Board determine that the removal of this land from agricultural production and converted to a large-scale solar project for off-site uses would be inconsistent with the County's agricultural support General Plan provisions; it would effectively eliminate the ability to locate other off-site solar projects on lands with agriculture land use designations. Staff would also seek the Board's direction on eliminating the existing provisions in the General Plan and Zoning Ordinance that specifically provide for establishing off-site commercial solar facilities on agricultural lands.

Finding #2: Detrimental to Persons Residing or Working in the Area.

With respect to Finding #2, the FEIR has identified potential impacts and a series of mitigation measures have been developed to mitigate the project's environmental impacts below the level of significance. In order to approve the Use Permit, the Board of Supervisors must also find that the proposed project is not detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area.

In the "Planning Commission's Public Testimony" Section, staff has attempted to explain how the project would be implement in order to address the significant public concerns voiced at the Commission's August public hearing. In addition, in the previously developed Use Permit, staff included additional conditions that had been developed in an effort to ensure that the project is a "good neighbor" and is not detrimental to persons in the area.

During the Planning Commission's review, staff informed the Commission that should it believe that the project was detrimental to persons living or working in the area, that the Commission should identify what characteristic(s) of the project were detrimental so that the issue(s) could be further evaluated prior to the Commission taking formal action on the project. Although the Commission did not specifically identify any such issues, in reviewing the Use Permit under appeal, the Board is now in the position of determining whether the project would be detrimental to persons residing or working in the area. As such, after the Board has considered the totality of the record for the project, the Board must make this determination.

Accordingly, should the Board identify characteristics of the project that are detrimental to persons living or working in the area, any such issue should be identified so that the issue could be further evaluated to determine whether additional mitigations or conditions of approval are required to mitigate this characteristic; if such mitigation is possible. However, should the Board determine that the detrimental characteristic of the project cannot be mitigated, the Board would not be able to make this finding, notwithstanding the General Plan determination, and would need to deny the project.

Additional Public Comments:

Subsequent to the Planning Commission's denial, as of the writing of this staff report, two additional comments letters have been received. Attachment #13 is a letter from the Williams Fire Authority stating, that if the project is approved, that the Authority "*feels comfortable with the mitigation measures….proposed for the project*". Attachment #14 is a letter from the Maxwell Park and Recreation District stating their support for the project and the need for the proposed park and recreation impact fee; although the District has requested that if approved that funding be returned to the originally proposed $15,000 mitigation fee amount which the developer has agreed to. Attachment #15 is an additional comment letter from Beth Ferrini Katsaris reiterating her concerns regarding the project's General Plan consistency, potential fire hazards, and commenting on the justifications in the appeal. Attachment #16 is an additional comment letter from Clark and Nelson providing further information detailing their opposition to the project. Attachment #17 is an additional comment letter from the Favero Ranch discussing the project's support of their existing agricultural operations. In addition to the numbered attachments, a series of additional emails were submitted and have been attached to the staff report and/or included in the Janus Solar Electronic Files staff report attachment.

Summary:

As required by CEQA, a DEIR was prepared for the project and comments regarding the adequacy of that document were received. An FEIR has been prepared responding to those comments and additional studies, analysis and several minor amendments have been made. Together, these documents, all staff reports, and public testimony comprise the entirety of the record for the proposed project that the Board must consider in determining whether to certify the environmental document and whether to make the required Use Permit findings.

The Board has three basic options:

1.) Approve the Project: Should the Board find that the potential impacts have been fully identified and mitigated and the required Use Permit findings have been met, then staff has attached a resolution which the Board could utilize to approve the attached Use Permit. Staff would return to the Board with the Williamson Act contract cancellation for review and consideration. Please note that should the Board identify additional conditions that are necessary to make the required findings, the Board could add them to the proposed Use Permit.

2.) Continue the Project to Allow for Additional Analysis: Should the Board identify characteristics of the project that require further evaluation before a decision can be made or condition imposed; the Board should direct to staff to conduct this analysis and return to the Board for further review prior to a formal decision.

3.) Deny the Project: Should the Board determine that: a.) there are potential environment impacts that have not been mitigated below the level of

significance; b.) the project is not consistent with the General Plan or Zoning Code; and/or c.) that the project would be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area then the Board should direct staff to return to a subsequent meeting with the denial resolution.

Prior Board Action

On October 24, 2023, the Board vacated the first public hearing due to a public hearing newspaper notice publication issue.

Fiscal Impact/Funding Source

As detailed in the staff report, the project would:

1.) Generate $15.9 million in onetime economic activity (supporting 90 jobs) and generate $788,000 in onetime fiscal revenues to the County;

2.) On an annual ongoing basis, project operations are anticipated to generate $4.0 million annually in total economic activity (supporting 6 new jobs in the County);

3.) On an annual ongoing basis, increased property tax revenue to the County ranging from $155,000 in the first year of operations to $22,000 once all assets have depreciated (years 12 and beyond) based on the BESS tax assumptions;

4.) Each year for the life of the public, the County would receive $100,000 for unrestricted use;

5.) The Maxwell Park and Recreation District, the Williams Park and Recreation Department, and the Arbuckle Park and Recreation District would each receive $10,000 annually; and

6.) The Williams Fire Authority would receive an annual payment of $300,000 to fund a full-time 24/7/365 fire fighter which would not only serve the Janus project but all residents and businesses with the Fire Authority's district.

Action for the Clerk

If any, determined by the Board action.

ATTACHMENTS:

- FPPC Update (PDF)
- Board Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (DOCX)
- Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (PDF)

- Exhibit "C": Use Permit 20-01 for Janus Solar (DOCX)
- Attachment #1 Letters of Appeal (PDF)
- Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (PDF)
- Attachment #13 2023 09 28 Williams Fire Authority Mitigation Acceptance Letter (PDF)
- Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (PDF)
- Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (PDF)
- Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (PDF)
- Attachment #17 10 26 Favero Ranch (PDF)
- Email Rec 11-6-23 Lucero Weber -16 Ltrs In Support Janus Solar (PDF)
- Email Rec 11-6-23 Pam DaGrossa Support ltr (PDF)
- Email Rec 11-7-2023 Request for Continuance of Janus Project Appeal Hearing (PDF)
- Janus Solar Electronic Files (Staff Reports and Attachments) (PDF)

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November 29, 2023

RE: Janus Solar Project – Update on FPPC request

To the Honorable Members of the Colusa County Board of Supervisors,

At the Board meeting on November 6, 2023, the Board continued the appeal of Planning Commission Resolution #23-006 after a question was raised about whether or not one of the members of the Board had a conflict of interest in hearing the appeal. The Board elected to continue the matter to December 5, 2023, to allow time to contact the Fair Political Practices Commission (FPPC) to try to determine if there is a conflict.

On November 8th, a conference call was held with an attorney from the FPPC to discuss the facts of the situation. The attorney informed us during the conversation that the issue was too complex to respond to over the phone and we would need to submit a written request for a formal opinion in order to get an answer to our questions. We were informed that a response to such a request usually takes approximately 90 days, but they could try to expedite a request. A formal written request, with supporting documents was submitted to the FPPC on November 10th, and on November 14th we received notice that the request had been assigned to an attorney for a response. As of today, we have not received a response to our request.

During our conversation with the FPPC attorney on the 8th, the attorney raised a concerning issue. The attorney pointed out that under California Supreme Court precedent and FPPC interpretations of Government Code Section 1090, when one board member has a conflict, the entire governing body could be precluded from the matter. The exception to this would be if the interest is deemed remote. We have asked the FPPC to opine on this issue as well.

Given that the FPPC has raised the possibility of the entire Board having a 1090 conflict in this matter, it is our recommendation that the Board not hear this matter until the opinion is received from the FPPC on this issue.

Sincerely,

Richard Stout
County Counsel

Attachment: FPPC Update (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

RESOLUTION NO. 23-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577), ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING USE PERMIT #20-01 FOR JANUS SOLAR PV, LLC

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project);

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report was necessary to fully review and consider all potentially significant impacts for the Project;

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact Report were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations;

WHEREAS, the Planning Commission held a duly noticed Public Hearing regarding the proposed Final Environmental Impact Report and Use Permit on March 1, 2023, April 5, 2023, May 3, 2023, and on August 2, 2023 at which time any and all comments were received during the public hearing process;

WHEREAS, after the close of the Public Hearing the Planning Commission fully considered the Final Environmental Impact Report, Planning Staff's reports on the Project, all public testimony, all other written and orally testimony, and totality of the public record for the Project;

WHEREAS, the Planning Commission after deliberation determined that the Project was not consistent with the County's General Plan and voted to deny the Project at the August 2, 2023 meeting;

WHEREAS, County staff returned to the Planning Commission at its September 6, 2023 with a resolution incorporating the Planning Commission's findings and the Commission adopted Planning Commission Resolution No. 23-006 at said meeting determining that based upon the incorporated finds of inconsistency with the County's General Plan that the Commission did not certify the Final EIR (SCH No. 2020070577); did not adopt the Mitigation Monitoring and Report Program; and denied the proposed Use Permit 20-01 for the Janus Solar Project;

WHEREAS, Project proponents subsequently appealed the Planning Commission's denial of the Janus Solar Use Permit application and accompany environmental documents to the Board of Supervisors pursuant to the County Code provisions; and

Attachment: Board Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9479 : Appeal of the Denial of Janus Solar Use

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the appeal on November 7, 2023 at which time the Board fully considered the Planning Commission's resolution and findings for the denial of the Project, the Draft and Final Environmental Impact Reports, the Mitigation Monitoring and Reporting Program, the Use Permit, Planning Staff's numerous staff reports, all public testimony, all other written and orally testimony, and totality of the public record for the Project.

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project makes the following findings:

A. The Draft and Final EIR has been completed in compliance with the California Environmental Quality Act;

B. The Board of Supervisors has reviewed and considered the information contained in the Draft and Final EIR prior to taking any action upon the Project;

C. The Draft and Final EIR reflects the lead agency's independent judgment and analysis; and

D. The Draft and Final EIR has identified potential significant impacts of the Project but all said potential impacts have been reduced to a level of non-significance through project changes and/or mitigation measures that have been fully considered and incorporated into the Project.

II. NOW, THEREFORE, BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project takes the following actions:

A. Certifies the Final EIR attached hereto as Exhibit "A" and incorporated by reference;

B. Adopts the Mitigation Monitoring and Report Program attached hereto as Exhibit "B" and incorporated by reference;

III. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the Project is consistent with the Colusa County General Plan based on:

A. General Plan Table LU-1 specifically states that "Energy Production: solar, cogeneration, and biomass energy" are allowed uses on properties within the Agricultural Upland General Plan land use designation;

B. General Plan Table LU-1 states that the Zoning Ordinance will identify specific uses allowed on each parcel and the subject property's Foothill Agriculture (F-A) zoning district specifically states that "Energy Generation for Off-Site Use" is an allowed use subject to the issuance of a conditional use permit;

Attachment: Board Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9479 : Appeal of the Denial of Janus Solar Use

C. General Plan Policy CON 2-3 states, "Allow commercial alternative energy facilities, including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit"; and

D. The Energy Production Overlay zoning district is not applicable because the application is being processed under a major Use Permit which is specifically provided for under the provisions of the Zoning Code.

IV. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the Project is not inconsistent with the various General Plan provisions in the County's Agricultural Element given:

A. The proposed Project is not located on prime agriculturally soils and the current use of the property is dry land ranching due to lack of water. There are approximately 170,000 acres in dryland grazing in the County and the removal of the Project's 1,024 acre is approximately 6/10's of one percent of this acreage;

B. In a typical year cattle ranching overall in the County is approximately 2.7 percent of the overall agricultural economic activity in the County. The removal of this land would result in a reduction of overall agricultural economic activity of less than 2/100's (0.016%) of one percent County-wide. In 2022, with the impact of the drought, cattle operations represented approximately 5 percent of the total agricultural activity in the County. Even with this proportional increase, complete removal of this land would result in a reduction of agricultural economic activity of less than 3/100's (0.03%) of one percent County-wide;

C. When the 2014 Zoning Ordinance Update was approved, there was over 240,000 acres of other land zoned the F-A zoning designation. Accordingly, the Project represents approximately 4/10's of one percent County-wide of F-A zoning property:

D. There are approximately 540,000 acres of land in the County zoned for agricultural with approximately 318,000 acres in Williamson Act contracts. Removal of the Project's 1,024 acres of contracted land would represent less than 2/10's (0.19%) of one percent and approximately 3/10's (0.32%) of one percent respectively:

E. Changing the existing use of this portion of the owner's property will provide a revenue stream that can be used to purchase water during drought years and stem the need to reduce the cattle herd size during these times and, as such, the proposed Project would support the remaining cattle operations and ensure its success in the future; and

F. Based on these factors the removal of this property from dryland cattle grazing (even without considering the change of use would support the remaining cattle operations) will have a negligible impact on the County's agricultural industry or land used for agricultural purposes.

Attachment: Board Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9479 : Appeal of the Denial of Janus Solar Use

V. NOW, THEREFORE, BE IT FURTHER that the Colusa County Board of Supervisors based on its review of the totality of the record for the Project finds that the proposed Use Permit 20-01 with the adopted Mitigation Measures and the Conditions of Approval detailed in Exhibit "C" is consistent with the General Plan and all applicable provisions of the Colusa County Code and that the establishment, maintenance or operation of the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area surrounding the Project and does hereby approve Use Permit 20-01 as detailed in Exhibit "C" attached hereto and incorporated by reference.

PASSED AND ADOPTED this 7th day of November, 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent S. Boes, Board Chair

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

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Board Resolution Certifying FEIR, Adopting MMRP, and Approving UP 20-01 (9479 : Appeal of the Denial of Janus Solar Use

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
AG-1: Williamson Act Cancellation	The Applicant shall file a Petition for Cancellation of Contract for each of the three Williamson Act Contracts on the Project site, for consideration by the Colusa County Board of Supervisors, prior to construction.	Pre-construction	RWE
AQ-1: Dust Control Measures	During construction of the Project, the primary construction contractor shall implement the following practices during all construction related activities: •All disturbed areas, including soil piles, areas that have been graded, and unpaved roads, shall be watered twice daily during dry conditions and when feasible covered and enclosed. •When materials are transported offsite, they shall be wetted and covered securely and at least 2 feet of freeboard shall be maintained. •Limit traffic speeds on unpaved roads to 15 miles per hour. •Apply dust suppressant to Spring Valley Road, the unpaved road accessing the Project site, before and during the construction period as needed to reduce dust associated with truck traffic. •Curtail construction activities when the County's Air Quality Index exceeds 150. •Vehicle travel distances and total traffic amounts on roads at the Project site and accessing the Project site shall be minimized through efficient planning and management. Special consideration must be given to minimizing the travel distances of heavy or heavily laden vehicles, particularly during the construction period. •During anticipated peak truck trip periods of heavy equipment and vendor deliveries, a traffic control flagger shall be present on Spring Valley Road. The traffic flagger shall enforce the 15 mile per hour speed limit for heavy vehicles on unpaved roads and shall monitor and log dust conditions, per the requirements outlined below. •Signage will be placed on Spring Valley Road describing the 15 mile per hour speed limit for heavy vehicles. •The construction contractor is the designated dust control site coordinator and is responsible for implementing dust control. It is the dust control site coordinator's responsibility to: oRead and understand applicable mitigation measures and have them available at the job site oImplement the mitigation measures and ensure that all employees, workers, and subcontractors know their dust control responsibilities oUse contingency control measures when primary controls are ineffective oMonitor the worksite for compliance with the dust control mitigation measures oMaintain a daily log monitoring the implementation and effectiveness of the control measures, including offsite emissions due to material transport and other activities. •Each day during construction, the construction contractor shall keep a daily log of dust conditions that includes the following information: oDate oTime oWind speed oTemperature oMinutes offsite visible emissions were observed darker than 20 percent opacity, including date, time, location, and work activity oSoil conditions (damp, dry, etc.) oCorrective actions taken, if needed	Construction	RWE/Construction Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
AQ-2: Construction Equipment Requirements	During construction, diesel particulate filters or other CARB-verified diesel emission control strategies shall be installed on construction equipment. All on- and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit. All construction equipment shall be maintained in proper tune according to the manufacturer's specifications. Equipment must be checked and determined to be running in proper condition before the start of work. Idling, staging and queuing of diesel equipment within 1,000 feet of sensitive receptors shall be limited.	Construction	RWE/Construction Contractor
AQ-3: Long-Term Dust Control	Once a year generally in late spring the Project Owner shall be responsible for the application of dust suppressant to Spring Valley Road, the unpaved road accessing the Project site. The dust suppressant shall be applied on Spring Valley Road from the intersection with Walnut Drive to the entrance to the Project site. The timing of the application and the rate of application shall be to the satisfaction of the Public Works Director.	Construction/Operation	RWE
BIO-1: Protection of Special Status Species	**Parry's Rough Tarplant** A pre-construction survey for Parry's rough tarplant shall be conducted in work areas with potential habitat no more than 14 days prior to construction activities during the blooming period (May to October). If Parry's rough tarplant populations are located outside of the Project construction footprint (including staging areas), a qualified biologist shall flag an appropriate zone to completely avoid impacts to any individuals. If necessary based on the timing of the construction work, populations may also be flagged based on previous survey data of the population extents.	Pre-construction, between May and October	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Parry's Rough Tarplant** If Parry's rough tarplant populations cannot be avoided, a qualified biologist shall prepare a seed collection and replanting plan to reduce impacts to the identified special-status plant populations. Temporary impacts (impacts in areas that would be restored to natural conditions) may be mitigated by salvaging the first 6 inches of topsoil during ground disturbance, storing on-site and protecting the soil from weed seed dispersal, and then returning the soil horizon to its original profile to keep seeds at the appropriate soil depth. Permanent impacts (impacts in areas that would not be restored to natural conditions) may be mitigated by enhancing other Parry's rough tarplant habitat within or outside the Project site. Topsoil would not be salvaged in the case of permanent impacts, and other habitat enhancement methods would be used, such as seed collection and propagation, in other non-impacted locations.	Construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Burrowing Owl** The Project owner shall have pre-construction surveys performed no less than 14 days prior to the initiation of equipment staging or ground-disturbing activities (e.g., vegetation clearing or grading) and within 24 hours prior to these activities. A qualified biologist shall conduct pre-construction surveys on the site and 150-meters around the site (access permitting) in areas with suitable burrowing habitat to locate any active breeding or wintering BUOW burrows and to check known burrows. Areas that have been plowed within 12 months prior to the start of ground-disturbing activities are not considered suitable habitat. The survey methodology shall be consistent with the methods outlined in the CDFW (2012) Staff Report on Burrowing Owl Mitigation and shall consist of walking parallel transects 23 to 66 feet (7 to 20 meters) apart, noting any potential burrows with fresh BUOW sign or presence of BUOWs, and visiting potential burrows during the timeframe described in the protocol. If the work activity halts for a period of 7 days or more, the survey would need to be conducted again prior to the continuation of site activities. Copies of the survey results shall be submitted to CDFW and the Colusa County Planning Department.	Pre-construction	RWE/Environmental Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-1: Protection of Special Status Species	**Burrowing Owl** If BUOWs are detected on the Project site or within 150 meters during the pre-construction survey, a Project-specific mitigation plan shall be prepared for CDFW review and approval and implemented to protect BUOWs and their nest sites. No ground-disturbing activities, such as vegetation clearance, grading, or equipment staging shall be permitted within 330 feet from an active burrow during the breeding season (February 1 to August 31), unless otherwise approved by a qualified biologist. During the non-breeding (winter) season (September 1 to January 31), no ground-disturbing work or equipment staging shall be permitted within a buffer of 165 feet from the active burrow. Depending on the level of disturbance, a smaller buffer may be established by a qualified biologist based on the visibility and sensitivity responses of each individual BUOW or pairs in consultation with CDFW.	Pre-construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Burrowing Owl** If burrow avoidance is infeasible during the non-breeding season or during the breeding season where resident BUOWs have not yet begun egg laying or incubation or where the juveniles are foraging independently and capable of independent survival, a qualified biologist shall implement a passive relocation program in accordance with the CDFW (2012) Staff Report on Burrowing Owl Mitigation. If passive relocation is anticipated due to on-site BUOW populations, a Burrowing Owl Exclusion Plan in accordance with CDFW (2012) Staff Report on Burrowing Owl Mitigation would be included in the Project-specific mitigation plan prior to passive relocation activities.	Construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Swainson's Hawk** If construction (i.e., equipment staging, vegetation removal, or ground disturbance) is scheduled to commence outside of the Swainson's hawk nesting season (September 16 to February 28), no preconstruction surveys or additional measures are required for Swainson's hawk. During the breeding season (March 1 to September 15), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site. The survey shall focus on potential nest sites within a 0.5 mile buffer around the site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) and occur no more than 10 days prior to construction activities.	Pre-construction, only if construction is to occur during breeding season	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**Swainson's Hawk** Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by Swainson's hawk without causing intrusive disturbance. If active Swainson's hawk nests are found, a 0.5-mile buffer shall be established by a qualified biologist around active nests and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest), adult and juvenile Swainson's hawks have left the area, or the breeding season has ended. Encroachment into the buffer for Swainson's hawk must be authorized by the CDFW.	Pre-construction	RWE/Environmental Contractor
BIO-1: Protection of Special Status Species	**American Badger** A pre-construction survey for the American badger shall occur during the burrowing owl surveys. Any active American badger dens shall be avoided by establishing a minimum 50-foot buffer around the den. No construction activities shall occur within this buffer unless a qualified biologist determines that the den is inactive.	Pre-construction	RWE/Environmental Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-2 WEAP and BMPs for Biological Resources	Prior to and for the duration of construction activities, the Project owner, or its contractor, shall implement a Worker Environmental Awareness Program to train all on-site construction personnel how to recognize and protect biological resources on the Project site. The Worker Environmental Awareness Program training shall include a review of the special-status species and other sensitive biological resources that could exist in the Project area, the locations of sensitive biological resources and their legal status and protections, and measures to be implemented for avoidance of these sensitive resources, highlighting Parry's rough tarplant, burrowing owl, Swainson's hawk, American badger, nesting birds, and protected waters and wetlands.	Pre-construction/construction	RWE/Environmental Contractor
BIO-2: WEAP and BMPs for Biological Resources	The Project owner shall limit the areas of disturbance. Parking areas, new roads, staging, storage, excavation, and disposal site locations shall be confined to the smallest areas possible. Buffers and avoidance areas established for biological resources, as described in**BIO-1** and **BIO-3** above, shall be delineated with stakes and/or flagging prior to construction. Construction-related activities and use of vehicles and equipment shall not occur within protected buffers or avoidance areas.	Pre-construction/construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Any sensitive habitats, including riparian areas and state and federally protected wetlands, within 50 feet of the Project impact areas shall be flagged in the field by a qualified biologist prior to Project construction. To the extent feasible, the greatest buffer (up to 50 feet) should be flagged around the sensitive habitat. No work will occur in the flagged areas. The avoidance areas will be maintained for the duration of construction activities in the vicinity of these areas.	Pre-construction/construction	RWE/Environmental Contractor
BIO-2: WEAP and BMPs for Biological Resources	To prevent inadvertent entrapment of wildlife during construction, all excavated, steep-walled holes or trenches with a 2-foot or greater depth shall be covered with plywood or similar materials at the close of each working day or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected by on-site workers for trapped animals. If trapped animals are observed, escape ramps or structures shall be installed immediately to allow escape. If a special-status species is trapped, the USFWS and/or CDFW shall be contacted immediately.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	All construction pipes, culverts, or similar structures with a 4-inch or greater diameter that are stored at a construction site for one or more overnight periods shall be covered and/or thoroughly inspected for special-status wildlife or nesting birds before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If an animal is discovered inside a pipe, that section of pipe shall not be moved until a qualified biologist has been consulted and the animal has either moved from the structure on its own accord or until the animal has been captured and relocated by the biologist. No handling of special-status species shall occur without consultation with the applicable agencies (CDFW, USFWS).	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Vehicles and equipment parked on the site during construction shall have the ground beneath the vehicle or equipment inspected for the presence of wildlife prior to moving	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Vehicular traffic shall use existing routes of travel. Cross country vehicle and equipment use outside of the Project properties shall be prohibited.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	A speed limit of 20 miles per hour shall be enforced within all construction areas.	Construction	RWE/Construction Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
BIO-2: WEAP and BMPs for Biological Resources	A long-term trash abatement program shall be established for construction, operation, and decommissioning and submitted to the County. Trash and food items shall be contained in closed containers and removed daily to reduce the attractiveness to wildlife such as common raven (Corvus corax), coyote (Canis latrans), and feral dogs.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Workers shall be prohibited from bringing pets to the Project site and from feeding wildlife in the vicinity.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Intentional killing or collection of any wildlife species shall be prohibited.	Construction	RWE/Construction Contractor
BIO-2: WEAP and BMPs for Biological Resources	Rodenticides shall not be used within the Project site except within buildings and disturbance to mammal burrows shall be avoided and minimized.	Construction	RWE/Construction Contractor
BIO-3: Protection of Nesting Birds	If construction (i.e., vegetation removal or ground disturbance) is scheduled to commence outside of the bird nesting season (September 1 to January 31), no preconstruction surveys or additional measures are required for nesting birds, including raptors. During the nesting bird breeding season (February 1 to August 31), a qualified biologist shall conduct preconstruction surveys of all potential nesting habitat within the Project site where construction is planned. The survey shall focus on potential nest sites within a 500-foot buffer around the site in areas where access to neighboring properties is available or visible using a spotting scope or binoculars. Surveys shall be conducted no more than 14 days prior to construction activities. If the work activity halts for a period of 7 days or more, the survey would need to be conducted again prior to the continuation of site activities.	Pre-construction, if construction activities occur during nesting season	RWE/Environmental Contractor
BIO-3: Protection of Nesting Birds	Surveys need not be conducted for the entire Project site at one time; they may be phased so that surveys occur shortly before a portion of the Project site is disturbed. The surveying biologist must be qualified to determine the status and stage of nesting by migratory birds and all locally breeding raptor species without causing intrusive disturbance. If active nests are found, a suitable buffer (e.g., 200 feet for non-listed raptors, 50 feet for non-listed birds) shall be established by a qualified biologist around active nests and no construction within the buffer shall be allowed until the biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest) or the breeding season has ended. Encroachment into the buffer may occur at the discretion of a qualified biologist for non-listed species.	Pre-construction	RWE/Environmental Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
CUL-1: Cultural Resource Worker Education and Training	Prior to Project construction related to ground disturbing activities (e.g., vegetation removal, excavation, trenching, grading), the Project proponent shall conduct a worker education awareness program for Project construction personnel. A qualified archaeologist will be retained for the Project and will prepare and present the initial cultural resource briefing of the worker education awareness program prior to ground disturbing activities. During construction, the Applicant will provide the training to all new construction personnel. The cultural resource training will include an overview of applicable laws and penalties pertaining to disturbing cultural resources, a brief discussion of the prehistoric and historic regional context and archaeological sensitivity of the area, types of cultural resources found in the area, instruction that Project workers will halt construction if a cultural resource is inadvertently discovered during construction, and procedures to follow in the event an inadvertent discovery (Inadvertent Discovery Plan discussed below) is encountered, including appropriate treatment and respectful behavior of a discovery (e.g., no posting to social media or photographs). The Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community shall be notified to participate in the cultural sensitivity/environmental training to discuss or provide text from a tribal cultural perspective regarding tribal cultural resources within the region during the initial pre-construction environmental training. In general, the protocols of the Patwin Cultural Protection and Preservation Plan shall be incorporated into said training and education.	Pre-construction	RWE/Environmental Contractor
CUL-2: Inadvertent Discovery of Archaeological Resources During Construction	A qualified archaeologist shall be retained to prepare an Inadvertent Discovery Plan for the Project and to be on-call in the event of an inadvertent discovery. The Inadvertent Discovery Plan will provide protocols and notification procedures in the event of an inadvertent discovery. During Project construction (e.g., ground disturbing activities such as vegetation removal, excavation, trenching, grading), should subsurface archaeological resources be discovered, all ground disturbing activities within 50 feet of the find shall cease and the qualified archaeologist shall be contacted to assess the significance of the find according to CEQA Guidelines Section 15064.5 and/or NRHP criteria (as applicable). If any find is determined to be significant, the archaeologist shall determine, in consultation with the implementing agencies and any local consulting Native American groups expressing interest, appropriate avoidance measures or other appropriate mitigation. Under CEQA Guidelines Section 15126.4(b)(3), preservation in place shall be the preferred means to avoid impacts to archaeological resources qualifying as historical resources. Methods of avoidance may include, but shall not be limited to, Project reroute or re-design, or identification of protection measures such as capping or fencing. Consistent with CEQA Guidelines Section 15126.4(b)(3)(C), if it is demonstrated that resources cannot be avoided, the qualified archaeologist shall develop additional treatment measures, such as data recovery or other appropriate measures, in consultation with the implementing agency and any local consulting Native American representatives expressing interest in prehistoric or tribal resources. If an archaeological site does not qualify as an historical resource but meets the criteria for a unique archaeological resource as defined in Section 21083.2, then the site shall be treated in accordance with the provisions of Section 21083.2. In regard to an inadvertent discovery of human remains: existing regulations require that if human remains and/or cultural items defined by Health and Safety Code, Section 7050.5, are inadvertently discovered, all work in the vicinity of the find would cease and the Colusa County Coroner (Sheriff-Coroner Unit Telephone Number: 530.458.0200) would be contacted immediately. If the remains are found to be Native American as defined by Health and Safety Code, Section 7050.5, the coroner will contact the NAHC by telephone within 24 hours.	Pre-construction/construction	RWE/Environmental Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
CUL-3: Inadvertent Discovery of Human Remains During Construction	The County and Applicant should continue to consult with interested tribes throughout the planning process and construction of the Project, as applicable. A tribal monitor from the Yocha Dehe Wintun Nation (or other local tribe as available) shall be notified to participate in monitoring visibly exposed, excavated subsurface soils associated with ground-disturbing construction activities (e.g. grading and trenching). The retained on-call Secretary of Interior qualified archaeologist shall assist in the preparation of a cultural resource monitoring plan and inadvertent discovery plan (CUL-2) that will include the worker resource education, inadvertent discovery procedures, and outline the guidelines for cultural resources monitoring. The Project archaeologist will coordinate with local tribes regarding the monitoring plan and tribal cultural resource monitoring of subsurface ground disturbing Project activities. At the completion of construction, a final monitoring report shall be prepared for the Project that summarizes the daily monitoring activities and resolution of any inadvertent discoveries identified during construction of the Project. The report will be submitted to the County and the NWIC.	Construction	RWE/Colusa County
GEO-1: Paleontological WEAP	Before starting construction activities, on-site personnel should be trained in basic recognition of fossils and appropriate procedures to notify management in order to engage a qualified paleontological specialist in the event that fossils are discovered during construction activities (an unanticipated find).	Pre-construction	RWE/Environmental Contractor
GEO-2: Unanticipated Find Contingency	A qualified paleontological specialist, meeting the Secretary of the Interior's Professional Qualification Standards for the Society of Vertebrate Paleontology shall be retained by the Project Owner on an on-call status, to be brought on-site to evaluate the significance of any unanticipated discovery of paleontological resources (an unanticipated find) and determine if additional study is warranted. If the significance of the find under CEQA or California Public Resources Code, Section 21082 does not warrant such study, the qualified paleontologist may decide to record the find and allow work to continue. If the discovery proves significant under CEQA, preparation of a paleontological treatment plan, testing, or data recovery may be required at the discretion of the paleontological specialist.	Construction	RWE/Environmental Contractor
NOISE-1: Noise Minimization	The Project shall implement the following construction management protocols to minimize noise impacts during construction: - Maintain all construction tools and equipment in good operating order according to manufacturers' specifications; - To the extent practicable, schedule construction activity during normal working hours on weekdays when higher sound levels are typically present and are found acceptable. Some limited activities, such as concrete pours, would be required to occur continuously until completion; - Equip any internal combustion engine used for any purpose on the job or related to the job with a properly operating muffler that is free from rust, holes, and leaks; - For construction devices that utilize internal combustion engines, ensure the engine's housing doors are kept closed, and install noise-insulating material mounted on the engine housing consistent with manufacturers' guidelines, if possible; - Limit possible evening shift work to low noise activities such as welding, wire pulling, and other similar activities, together with appropriate material handling equipment; and - Utilize a Complaint Resolution Procedure to address any noise complaints received from residents.	Construction	RWE/Construction Contractor

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FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
PS-1: Fire Services Mitigation Fee	Prior to issuance of a building permit for the solar and/or battery components of the Project, Project proponents shall enter into a Fire Service Mitigation Agreement with the Williams Fire Authority that contains at least the following provisions: • A Fire Service Mitigation Fee (FSMF) shall be paid each year for the life of the Project or as a lump sum payment for multiple years unti the Project is decommissioned, the site restored and the Conditional Use Permit is voided by the County of Colusa. • The FSMF is due and payable on July 1st of each year following the building permit issuance for the solar and/or battery components of the Project. • The FSMF fee shall be paid within thirty (30) days or a late penalty fee will be applied. • For the year that the building permit is issued, the FSMF fee shall be pro-rata for said year and shall be paid prior to building permit issuance for any solar and/or battery components of the project. • The FSMF shall be a total of $300,000. The FSMF shall be comprised of the Authority's existing annual Fire Suppression and Protective Services Assessment and an additional amount which both together equal $300,000. • The FSMF shall be adjusted annually pursuant to the Consumer Prices Index for the San Francisco Bay area consistent with the annual adjustment made in the annual Fire Suppression and Protective Services Assessment. • Should any Personal Protective Equipment (PPE) be damaged or rendered unusable as a result of responding to a call for service at the Project, Project Proponents shall pay the Authority the cost to repair or replace said equipment within thirty (30) days of being invoiced or a late penalty fee shall be applied. • For any service response where more than one vehicle responds, project proponents shall pay for all costs for said response according to California Office of Emergency Services' current apparatus and personnel rates within thirty (30) days of being invoiced or a late penalty fee shall be applied.	Pre-Construction/Operation	RWE
PS-2: Public Service Mitigation Fee	Prior to issuance of a building permit for the solar and/or battery components of the project, project proponents shall enter into a Public Service Mitigation Agreement with the County that contains at least the following provisions subject to Board of Supervisors' approval: •A Public Service Mitigation Fee (PSMF) shall be paid each year for the life of the project or as a lump sum payment for multiple years until the project is decommissioned, the site restored and the Conditional Use Permit is voided by the County of Colusa. •The PSMF is due and payable on July 1st of each year following the building permit final for the solar and/or battery components of the project. oThe PSMF fee shall be paid within thirty (30) days or a late penalty fee will be applied. oThe PSMF fee may be pro-rata should the solar and/or battery components become operational in phases throughout the year and/or for being operational for a portion of the year. •The PSMF shall be a total of $110,000 which shall be paid directly to the County of Colusa for unrestricted Colusa County General Fund obligations and a $15,000 payment shall be paid to the Maxwell Park and Recreation District, and a $15,000 payment shall be paid to the City of Williams which shall be used to support activities in the Williams Park and Recreation Department, and a $15,000 payment shall be paid to the Arbuckle Park and Recreation District."	Pre-Construction/Operation	RWE

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MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
TRANS-1: Road Inspection and Repairs	Prior to construction activities beginning and building permit issuance, the Applicant shall conduct a pre-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the pre-Project inspection documentation shall be submitted to the Public Works Director. Following completion of the construction activities, the Applicant shall conduct a post-Project inspection of the construction access routes approved by the Colusa County Public Works Director. This inspection shall document through photographs and/or video the conditions of said access routes, shall be conducted with County Public Works staff, and following the completion of the post-Project inspection documentation shall be submitted to the Public Works Director. Damage determined to have been caused by Project construction traffic shall be repaired to the satisfaction of the Public Works Director. The pre-Project and post-Project inspection requirements detailed herein shall also be performed just before and immediately after project decommissioning to address any road damage as a result of decommissioning construction traffic.	Pre-Construction	RWE

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MITIGATION MONITORING AND REPORTING PROGRAM FOR JANUS SOLAR PV, LLC

FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577)

Condition/ Section	Requirement	Timing	Responsible Party
FIRE-1: Wildfire Protection Measures	•Prior to building permit issuance, a Wildland Fire Management Plan shall be submitted to the Williams Fire Authority for review and approval. This Wildland Fire Management Plan shall detail implementation measures to control and maintain the vegetation throughout the Project site to eliminate wildland fire hazards to a level determined satisfactory by the Williams Fire Authority Fire Chief. Said implementation measures may include but not be limited to maintaining the height of the vegetation below a prescribed level, the installation of access roads/fire breaks throughout the Project site area, and/or the installation of sprinkler heads where determined necessary. •Prior to any building permit issuance, a Battery Storage Fire Management and Training Plan shall be submitted to the Williams Fire Authority for review and approval. This Battery Storage Fire Management Plan shall detail the specific details of the fire suppression protection measures that will be implemented in the battery storage facility to eliminate battery storage fire hazards to the satisfaction of the Williams Fire Authority Fire Chief. Such measures shall include but not be limited to the following as required by the Williams Fire Authority Fire Chief: o On-site water storage shall include a 50,000-gallon water storage tank with hose and truck hook-ups connections compatible with responding fire apparatus. The source and supply for the water shall be clearly identified. o Battery container spacing shall be determined based on UL 9540A test data, manufacturer recommended separations, and potentially a heat flux analysis utilizing computational fluid dynamic modeling software. The computational fluid dynamic modeling shal be submitted for review and approval. o The battery containers shall receive a UL 9540 certification. If a UL 9540 certification cannot be provided, a Nationally Recognized Testing Laboratory, approved by the Williams Fire Authority and qualified to conduct the field testing, shall conduct a field evaluation of one typical system utilizing the field evaluation procedures detailed by that testing laboratory, as approved by the Williams Fire Authority. Upon passing the field test, the testing laboratory shall provide a label certifying that the system has been evaluated to UL 9540 standards and meets or exceeds these standards. The Project Owner is responsible for making any and all required changes to the battery storage units to obtain the UL 9540 certification or the testing equivalent to the satisfaction of the Williams Fire Authority. Should the Project Owner place on the site more than one battery storage prior to obtaining approval of the Williams Fire Authority of the UL 9540 certification or the testing equivalent, it does so at its own risks and no battery storage unit shall be connected, operational, and/or energized in any way until such certification approval is obtained and any required modifications have been made to the satisfaction of the Williams Fire Authority. Should the test battery storage unit require being connected and/or energized to perform the field certification testing, the Williams Fire Authority may approve said connection and/or energization based on its sole discretion subject to any additional requirements. o Specific details and best practices on the procedures and fire fighting tactics on responding to a fire from the solar panels and battery storage system. • Compliance with all provisions of 2022 California Fire Code, Section 1207, including the preparation of a hazard mitigation analysis. • As part of the siting of the battery storage system, adequate setback shall be provided to prevent Spring Valley Road from being closed to two-way through traffic in the event of an emergency response at the Project site. Prior to fire permit issuance, the setback and access shall be reviewed and approved by the Fire Chief.	Pre-Construction	RWE/Environmental Contractor

Attachment: Exhibit "B": Mitigation Monitoring and Reporting Program for Janus Solar (9479 : Appeal of

Exhibit "C"
USE PERMIT #20-01 (PD-3829)

USE PERMIT #20-01 (PD-3829)
JANUS SOLAR PV, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

November 7, 2023
DATE

UP #20-01 (PD-3829)
PERMIT NO.

018-050-005, 006, and 013
ASSESSORS PARCEL NO.

Pursuant to Colusa County's Zoning Ordinance, JANUS SOLAR PV, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the Zoning Administrator.

C. The use shall be limited to the project described in the Janus Solar Environmental Impact Report certified by the Board of Supervisors attached as Exhibit "A" and herein incorporated by reference herein. Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "B" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)

F. The use granted by this permit must be established within 24 months of the date that the Board of Supervisor's adopted the approval resolution. Upon written request by the applicant, the Board of Supervisor's may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use.

G. 1.) The project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply to meet the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)

H. The project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa CUPA Business Plan requirements;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Authority;

4.) Regional Water Quality Control Board;

5.) State and Federal Departments of Fish and Game; and

6.) California Department of Transportation (Caltrans)

I. The project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. Prior to building permit issuance, the Applicant shall submit a Local Tax Purchasing Plan to the Community Development Director for review and approval which details the requirements and actions that will be taken to procure equipment and materials necessary for the development of the project in a manner that maximizes the amount of sales tax able to be captured and allocated to Colusa County.

K. The applicant shall track the number and species of birds that may have died as a result of impacting solar panels throughout the life of the project. Any bird fatalities incidentally observed by operations staff should be logged. This information shall be collected on a calendar year basis and no later than January 31 of each year, the total number of bird deaths believe to occur as a result of solar panel strikes shall be submitted to the Community Development Director. The information shall include the total number of deaths per month and species to the satisfaction of the Community Development Director.

L. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be non-reflective and earth tones to blend into the surrounding environment

M. The approval of this Use Permit is contingent upon the Board of Supervisors approving the cancellation of the properties' Williamson Act Contracts and said cancellation being finalized prior to the expiration of the Use Permit pursuant to the time lines detailed in these conditions. Once the contract has been cancelled, acceptance back into the County's Williamson Act program shall be consistent with Colusa County's Williamson Act Contract program and policies in effect at the time of any re-entry application. No contract re-entry shall occur in any event until after the Project and has been fully decommissioned and returned to its pre-Project state.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit "C"
USE PERMIT #20-01 (PD-3829)

N. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 7:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5 pm on Saturday and Sundays.

O. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

P. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along Highway 20 and along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing,

Q. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a non-reflective (flat) dark brown color to resemble the coloration of adjacent wooden power poles. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

R. Prior to permit issuance, the applicant shall pay all required building, fire and construction permit fees.

S. Prior to building permit issuance, an engineer's estimate for decommissioning the project and returning it back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. One year before decommissioning, the applicant shall submit an updated project specific decommissioning plan (including the location of the applicable disposal sites) to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

T. Prior to installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval. In general, the design of the fencing shall incorporate rural fencing characteristics to the greatest extent possible and avoid industrial or institutional designs.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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USE PERMIT #20-01 (PD-3829)

U. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

V. The County's, Fire, and Park and Recreation Public Service Mitigation Fee Agreements shall include an inflation escalation clause based on the United States Bureau of Labor Statistics Consumer Price Index (CPI), West Region. The annual Park and Recreation Mitigation Fees shall be raised to an annual payment of $15,000 to each of the three named Park and Recreation Districts for a total of $45,000.

W. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling. Included in this permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

Attachment: Exhibit "C": Use Permit 20-01 for Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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August 11, 2023

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VIA FEDERAL EXPRESS AND E-MAIL

Ann Nordyke
Chief Board Clerk
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Notice of Intent to Appeal – Janus Solar Use Permit #20-01 (PD-3829)

Dear Board Clerk:

We write to provide notice that our client, Janus Solar PV, LLC ("Janus Solar") intends to appeal the decision of the Colusa County Planning Commission ("Planning Commission") denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board").

On August 2, 2023, the Planning Commission voted to deny (1) certification of the Environmental Impact Report ("EIR") and (2) the Conditional Use Permit ("Use Permit") for the Project, each on the grounds of unspecified inconsistencies with the Colusa County General Plan ("General Plan"). The Planning Commission's decision to deny these approvals due to purported inconsistencies with the General Plan is arbitrary and lacks satisfactory evidence.

As detailed in the Planning Commission Staff Report, the Project is *consistent* with the General Plan, as it is located within the "Agricultural Upland" General Plan designation which allows for solar energy production.[1] The Project is also consistent with the Colusa County Zoning Code ("Zoning Code"). Section 44-2.20.30 of the Zoning Code allows for "Energy Generation for Off-Site Use" within agricultural zones subject to a conditional use permit—precisely the approval Janus Solar seeks here.[2] Further, the EIR and the proposed Use Permit for the Project include several measures to mitigate any potential impacts to surrounding land uses including a commitment to use non-reflective materials that blend into the natural environment, a time-restricted construction schedule, and a single point of contact should any project-related issues arise.[3] These measures, and the weight of the evidence in the record as a whole, demonstrate consistency with the General Plan.

[1] Janus Solar August 2, 2023 Planning Commission Staff Report Packet (with attachments) (pp. 14–15) https://www.countyofcolusa.org/DocumentCenter/View/16652/2023-08-02-Planning-Commission-Agenda-Staff-Report-Packet-Janus-Solar-Project
[2] *Id.* at 15.
[3] *Id.* at 15–16.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission is anticipated to adopt a resolution with written findings denying certification of the EIR and the Use Permit for the Project at the September 6, 2023 Planning Commission meeting. Once the Planning Commission adopts a resolution confirming the decision and detailing its findings, Janus Solar will provide additional specific reasons for appeal in a supplemental letter of appeal to the Board within 10 days, as required by Section 44-1.80.080 of the County Code. Concurrent with this notice, Janus Solar submitted the $750.00 filing fee for the appeal to the Board Clerk by mail to the above-mentioned address.

We appreciate staff's diligent efforts to date, and look forward to the opportunity to present the merits of the Project to the Board.

Sincerely,



Garrett Colli

CC: Patricia Rodriquez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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September 18, 2023

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VIA FEDERAL EXPRESS AND EMAIL

Kent S. Boes, Chair
Gary J. Evans, Vice-Chair
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Jose Merced Corona, Board Member

Colusa County Board of Supervisors
547 Market Street, Suite 102
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Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

On behalf of Janus Solar PV, LLC ("Janus Solar"), we write to appeal Colusa County Planning Commission ("Planning Commission") Resolution No. 23-006 denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board"). Janus Solar provided a Notice of Intent to Appeal ("Notice") to the Board on August 11, 2023, for purposes of satisfying County Code Section 44-1.80.080 (*see* **Exhibit 1**). As indicated in our Notice, Janus Solar now provides additional analysis of the specific reasons for appeal in light of the Planning Commission's adoption of Resolution No. 23-006 on September 6, 2023.

For the reasons described below, Janus Solar respectfully requests the Board certify the Environmental Impact Report ("EIR"), adopt the Mitigation Monitoring and Reporting Program ("MMRP"), and issue the Conditional Use Permit ("Use Permit") for the Project.

I. Executive Summary

Janus Solar seeks the Board's approval for a Project that wholly aligns with the vision set forth in the Colusa County General Plan and Zoning Code: a passive solar project compatible with existing agricultural uses. Equally important, the Project is consistent with a landowner's desire to establish a productive use of non-prime farmland while maintaining existing agricultural operations: both goals which can be accomplished under the existing land use designations for the property. The Board's decision on this Project will undoubtedly set a precedent for what a landowner can do within the confines of their own property, particularly when such activities are compatible with applicable agricultural land use designations under the County's adopted policies.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission erroneously denied: (1) certification of the EIR; (2) adoption of the MMRP; and (3) issuance of the Use Permit based on purported inconsistencies with the General Plan and Zoning Code. These findings are not supported by the record and are therefore legally invalid.

The EIR[1] meets the disclosure requirements of the California Environmental Quality Act ("CEQA") and the statute's mandate to identify potentially significant impacts and incorporate feasible measures to mitigate any such impacts. The EIR correctly found "no impact" regarding land use consistency because the Project is *consistent* with the General Plan and Zoning Code. The only information in the record that suggests otherwise is speculative argument from Project opponents, which does not amount to "substantial evidence" under CEQA.

The Project also meets both requirements for issuance of a Use Permit. First, the Project is consistent with the plain text of the General Plan and Zoning Code, which allow off-site solar in agricultural designations subject to a Use Permit. Further, the provisions of the Energy Production (EP) Overlay Zone are irrelevant since the County has not applied that overlay zone to the property. The EP Overlay Zone is an optional tool that, if applied, allows for streamlined approval of energy projects with a *staff-level Minor Use Permit* (compared to a full Use Permit). To date, the County has not applied the EP Overlay Zone to any property and it does not apply to this site; as a result, Janus Solar is pursuing a Board-issued Use Permit rather than a Minor Use Permit as contemplated by the Code.

Second, the Project is not detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area. The EIR carefully analyzed all potentially significant Project impacts and requires mitigation to reduce any impacts pursuant to well-established objective standards. Janus Solar also commits to numerous conditions to further minimize the Project's impacts on neighboring properties, including the use of colors/finishes that blend into the natural environment, a time-limited construction schedule, and a single point-of-contact for dust control.

In addition to measures that proactively reduce potential significant impacts to the community, the Project includes significant County-wide benefits and contributes to diversification of the County's economy (a stated goal in the General Plan). The economic benefits to the County and the community during construction alone are significant. The Project will add an estimated 200 local jobs and generate sales tax projected to exceed $3,200,000, resulting in a total economic output of $15,900,000 during the approximately 11-month construction period. Once operational, the Project is anticipated to generate as much as $442,713 in property taxes each year for the 35-year life of the Project.

Janus Solar will provide an annual $300,000 Fire Services Mitigation Fee and an annual $100,000 Public Services Mitigation Fee to ensure the Project accounts for any potential impacts to public services. The Fire Services Mitigation Fee directly supports the Williams Fire Protection Authority and is designed to guarantee staffing for firefighting service 24-7 for the life of the Project. Janus

[1] "EIR," as referenced throughout, refers to the October 8, 2021 Draft EIR together with the February 3, 2023 Final EIR, Appendices, and all other studies or documents prepared for environmental review, as these documents together represent the totality of the EIR under CEQA. In select circumstances, the Final EIR is distinguished from the Draft EIR for clarity and/or ease of reference.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Solar will pay the fee even if there is never a single call for service to the Project site. The Public Services Mitigation Fee will be paid directly to the County for unrestricted General Fund obligations.

The benefits of the Fire Services Mitigation Fee extend far beyond the Project footprint—the Williams Fire Protection Authority is at risk of losing four full-time firefighters due to a grant set to expire in 2024. The Fire Services Mitigation Fee will provide alternative funding to maintain those positions for the next 35 years. This benefit will amount to $10,000,000 of fire protection resources over the life of the Project, providing a critical service to other County residents and businesses. For these many reasons, the Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area and satisfies the requirements for a Use Permit.

Over the past four years, Janus Solar has worked closely with the County to not only design a Project that aligns with the County's existing land use policies, but also to make sure all potential impacts have been thoroughly addressed. We appreciate the Board's review of this Project.

II. Background

Janus Solar seeks a Use Permit to construct an 80 megawatt (MW) solar facility on 768 of 1,024 acres of non-prime agricultural land approximately 6.5 miles west/southwest from the City of Williams. The solar facility would be paired with on-site battery storage to enable the power generated to be deployed when the grid needs it most. A new generation-intertie ("gen-tie") line (which will be built on the Project site and within other existing County rights-of-way) will connect the solar facility to the nearby PG&E-owned Cortina Substation (approximately four miles from the Project site). The Project footprint overlaps three parcels (APNs 018-050-005-000, 018-050-006-000, and 018-050-013-000), all owned by the Favero family and currently designated as Agricultural Upland (AU) and zoned as Foothill Agriculture (F-A). The parcels have no irrigation connection and certain portions of the property that the Favero family currently use for cattle grazing would remain undisturbed, allowing the Project to co-exist with agricultural operations at the site.

At the end of the Project's 35-year operational period, Janus Solar will decommission the Project by removing the solar panels, batteries, and all related facilities and return the land to its current state. Janus Solar's obligation to complete the removal and any needed restoration of the land will be secured by a bond held by the County. Thus, if, in the extremely unlikely scenario that Janus Solar were to default on its obligation to complete removal and restoration, the County would have the funds available to hire a contractor to complete that work as required by the Use Permit conditions.

After removal of the facilities, the Favero family will have the option to return the property to cattle grazing or any other use allowed under the General Plan and County Code. Issuance of the Use Permit would not change the existing agricultural land use, General Plan, or zoning designations for the site.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

A. Reasons for Appeal

On September 6, 2023, the Planning Commission adopted Resolution No. 23-006 denying (1) certification of the EIR, (2) adoption of the MMRP, and (3) issuance of the Use Permit for the Project on the grounds of inconsistencies with the Colusa County General Plan ("General Plan") and the Colusa County Zoning Ordinance ("Zoning Code").[2] Specifically, the Planning Commission found the Project inconsistent with agriculture-focused goals, objectives, and action items in the General Plan, including Objective AG 1-A and Policy AG 2-1.[3] In addition, the Planning Commission found the Project inconsistent with Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) because the Project "would be located on land that is currently under Williamson Act contract."[4]

As detailed below, the Planning Commission's decision to deny each Project approval based on the findings in Resolution No. 23-006 is arbitrary and unsupported by evidence.

- First, declining to certify the EIR based on General Plan and Zoning Code inconsistencies is improper. Certification is a straightforward analysis of an EIR's legal adequacy under CEQA separate from consideration of project approval.

- Second, the EIR sufficiently mitigates environmental impacts as required by CEQA, and none of the evidence before the Planning Commission controverts the EIR's conclusions that the Project is *consistent* with the General Plan and Zoning Code.

- Third, the Project is expressly consistent with both the General Plan and the Zoning Code. Off-site energy production (including solar) is allowed with a Use Permit, which is precisely the approval Janus Solar seeks.

The General Plan and Zoning Code allow for off-site solar facilities on the property with a Use Permit. As it would for any other conditional use, County staff designed Use Permit conditions to ensure compatibility between the Project and adjacent agricultural users. For the Planning Commission to conclude that the Project—which is allowed with a Use Permit—is "inconsistent" with the General Plan because it is not a traditional agricultural use falls below the Planning Commission's duty to fairly and independently evaluate the Project on its merits under the law.

B. Standard of Review

The Board reviews decisions by the Planning Commission *de novo*.[5] In reviewing the Planning Commission's decision, the Board must "consider all issues raised by the appellant and may consider other relevant issues related to the project being appealed."[6] The Board should therefore consider the totality of evidence in the record and render a decision on the merits of certification of the EIR, adoption of the MMRP, and issuance of the Use Permit. Because the Board's review

[2] Resolution No. 23-006 (adopted Sept. 6, 2023).
[3] *Id.* at § I(A).
[4] *Id.* at § I(B).
[5] *See generally* County Code § 44-1.80.080.
[6] *Id.* at § 44-1.80.080.D.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

is *de novo*, the Board has the opportunity to undertake its own, independent analysis and to weigh the facts carefully in light of the controlling General Plan, Zoning Code, and CEQA requirements.

III. The EIR is Legally Adequate and Mitigates all Potentially Significant Environmental Impacts as Required by CEQA

The Planning Commission denied certification of the EIR and adoption of the MMRP on the basis of inconsistencies with General Plan Objective AG 1-A, General Plan Policy AG 2-1, and Zoning Code 44-2.80.020.C.b (Energy Production (EP) Overlay Zone).[7] The findings are not supported by substantial evidence in the record. As detailed below, the EIR meets the statutory requirements for certification and incorporates mitigation to avoid or substantially lessen all potentially significant impacts, as required by CEQA. Further, the EIR correctly found "no impact" with respect to land use policy because the Project is consistent with the General Plan and Zoning Code.

A. The EIR is Legally Adequate Under CEQA and Should Be Certified

Certification is a determination that an EIR meets the legal requirements under CEQA separate and distinct from project approval.[8] It is a straightforward analysis to confirm that the EIR: (1) was prepared in compliance with CEQA; (2) reflects the lead agency's independent judgment and analysis; and (3) was presented to the decision-making body, which reviewed and considered the information.[9] The EIR prepared for the Janus Solar project meets all three requirements and should be certified separate from the Board's subsequent consideration of project approval.

The County, as lead agency under CEQA, prepared the Draft EIR in compliance with CEQA and published the Draft EIR on October 15, 2021, for 45-day public review.[10] To prepare the document, the County enlisted an expert CEQA firm to perform all required technical analysis and to evaluate the Project pursuant to all applicable statutory and regulatory requirements. The County's experienced Community Development Department staff supervised this work, and ultimately reviewed and approved the Draft EIR as satisfactory for public review before publishing the document for 45-day review.

The County reviewed all public comments and responded to each comment in the Final EIR.[11] The Final EIR also includes minor revisions to the Draft EIR based on the County's careful consideration of comments received as required by CEQA.[12] The EIR reflects the County's independent judgment, evidenced by robust analysis by staff both in the EIR itself and various reports prepared by staff for the Planning Commission.[13] Staff presented the EIR to the Planning Commission, which reviewed and considered the information in the EIR.[14]

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[7] Resolution No. 23-006.
[8] *Department of Water Resources Environmental Impact Cases* (2022) 79 Cal.App.5th 556, 575.
[9] 14 California Code of Regulations (CCR) § 15090(a).
[10] Final EIR, at p. 1-1.
[11] *See* Final EIR, Chapter 2 Response to Comments.
[12] *See* Final EIR, Chapter 3 Minor Revisions to the Draft EIR.
[13] *See generally* Final EIR and Draft EIR; *see also* Planning Commission Staff Report Packet (Doc ID: 9150, Packet pp. 17–34) (Aug. 2, 2023) (hereinafter "Staff Report").
[14] *See id.*, Exhibit A (Final EIR and Draft EIR).

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The EIR is legally adequate under CEQA—satisfying all required criteria—and should therefore be certified by the Board. The Planning Commission's findings denying certification of the EIR on the basis of the Project's inconsistencies with the General Plan and Zoning Code is improper and is not supported by substantial evidence in the record.

B. The EIR Evaluates All Potential Environmental Impacts and Incorporates Mitigation as Required by CEQA

Lead agencies are responsible for determining whether project impacts are classified as "significant," "less than significant," or "no impact" by evaluating each impact against appropriate, fact-based thresholds.[15] When potentially significant impacts are identified, CEQA requires adoption of mitigation measures to substantially lessen or avoid those impacts to the extent feasible.[16] A lead agency's finding of significance and, relatedly, development of adequate mitigation measures, must be supported by substantial evidence in the record.[17]

"Substantial evidence" means "enough relevant information and reasonable inferences [such that] a fair argument can be made to support a conclusion, even though other conclusions might also be reached."[18] Substantial evidence must include facts, reasonable assumption predicated on facts, and expert opinion supported by facts.[19] "Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence."[20]

Here, the EIR carefully analyzes environmental impacts and requires mitigation measures (as set forth in the MMRP) that substantially lessen or avoid all potentially significant impacts, as required by CEQA. All impacts are mitigated to below significant levels. The Planning Commission's decision to deny certification of the EIR is not supported by substantial evidence in the record.

1. The EIR Correctly Found "No Impact" on Land Use and Planning Because the Project is Consistent with the General Plan and Zoning Code

The Planning Commission's decision to deny certification of the EIR based on purported General Plan inconsistencies is unsupported by substantial evidence. The "Land Use/Planning" section of the EIR, includes a detailed evaluation of the Project relative to the General Plan and Zoning Code and concluded that the project would *not* "cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect."[21]

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[15] 14 CCR § 15064(b).
[16] Public Resources Code (PRC) § 21002, § 21002.1(b); *see also* 14 CCR § 15021(a), § 15091(a)(1).
[17] 14 CCR § 15091(b).
[18] 14 CCR § 15384(a).
[19] 14 CCR § 15384(b).
[20] 14 CCR § 15384(a).
[21] Draft EIR, at p. 4.11-4.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Project requires no change to the property's existing General Plan or zoning designations, and the EIR's finding of "no impact" with respect to land use policy is supported by analysis of the plain language of the General Plan and Zoning Code. The EIR explains:

> The Project site is designated in the Colusa County General Plan as 'General Agriculture' and 'Upland Agriculture,' in which cultivated agriculture, industrial and commercial agriculture, agricultural tourism, timber, mining, energy production (including solar), single family housing, and farmworker housing are allowed and appropriate uses (see Colusa County General Plan Land Use Element Table LU-1). No overlay designations, regional plans, community plans, or specific plans described in the Colusa County General Plan apply to the Project site . . . .[22]
>
> The Project site is located in Colusa County's Foothill Agriculture (F-A) and Exclusive Agriculture (E-A) zones (Colusa County 2014). The Colusa County Zoning Code addresses allowable uses in E-A and F-A zoning districts, which allow energy generation for off-site use with a Use Permit or a Minor Use Permit with an Energy Production (EP) Overlay Zone. Based on consultation with the County, the Applicant is pursuing a Use Permit for the Project.[23]

The EIR concludes that the Project is consistent with applicable provisions of the General Plan (i.e., Policy AG 1-2, Policy AG 2-5, and Policy LU 2-11) which is the only reasonable interpretation of those same provisions.[24] *See also* Section IV.A.1 (analysis of the Project's consistency with additional General Plan provisions).

- **Policy AG 1-2**: As further detailed in Section IV.A.1, the Project is consistent with Policy AG 1-2. Policy AG 1-2 states: "Lands designated for agricultural uses shall remain designated for agriculture and not be rezoned or redesignated to an urban use . . . ."[25] The EIR concludes the Project is consistent with Policy AG 1-2 because the "site would remain designated for agriculture and not be rezoned or redesignated for an urban use."[26]

- **Policy AG 2-5**: The Project is also consistent with Policy AG 2-5, which calls for the County to "[e]ncourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, *and solar or wind farms*."[27] The Project directly implements the stated goal of development of solar farms in agricultural designations. The EIR further concluded the Project is consistent with Policy AG 2-5 because "it would feature alternative energy . . . and solar or wind farms while maintaining livestock grazing on adjacent portions of the [ ] parcels outside of the Project site and under the same landowner."[28]

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[22] Draft EIR, at p. 4.11-2.
[23] *Id.* at p. 4.11-3.
[24] *Id.* at p. 4.11-4.
[25] General Plan, at p. 2-2.
[26] Draft EIR, at p. 4.11-4.
[27] General Plan, at p. 2-7 (emphasis added).
[28] Draft EIR, at p. 4.11-4.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

- **Policy LU 2-11**: Finally, the Project is consistent with Policy LU 2-11, which states: "Develop accommodations for the development of large-scale commercial energy production, such as solar, on agricultural parcels. Such projects shall require the following: A use permit. An energy production overlay zone. Detailed and rigorous site planning and development standards. Such projects shall only be located on agricultural parcels with marginal or poor farmland. Prime farmlands are not appropriate for this type of development."[29] The EIR found the Project consistent with Policy LU 2-11 because it allows for "development of large-scale commercial solar energy production with a Use Permit on non-prime agricultural land."[30] The EIR's analysis is further supported by the low Land Evaluation and Site Assessment ("LESA") score for the Project site, which indicates that the Project "will not result in a significant loss of farmland and will not have a significant impact on agricultural land use."[31] The "energy production overlay zone" aspect of Policy LU 2-11 is addressed in Section IV.A.3 below.

The EIR also correctly finds express consistency with the Zoning Code. The Project site is zoned Foothill Agriculture (F-A) and Exclusive Agriculture (E-A), within which the "County allows [for] commercial scale solar facility projects *through the Use Permit process*, as described in Zoning Code §44-2.20.30."[32] A Use Permit is precisely the approval Janus Solar seeks.

The Planning Commission's determination in Resolution No. 23-006 that the Project is not consistent with General Plan Objective 1-A and Policy AG 2-1, as well as Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone), is not only an unreasonable interpretation of the policies (as detailed in Section IV.A below) but, specific to CEQA, the findings are not supported by substantial evidence in the record. The Resolution itself does not cite any evidence in the record (EIR or otherwise) to support the Planning Commission's findings. The only evidence in the record that support these purported inconsistencies with the General Plan is speculative comments and testimony from Project opponents, and argument and speculation does not amount to substantial evidence under CEQA.[33]

2. The EIR Correctly Found "No Impact" or "Less Than Significant" Impact to Aesthetics, Analyzed in Accordance with the CEQA Guidelines

The EIR properly analyzed Project aesthetics in accordance with significance thresholds in Appendix G of the CEQA Guidelines and did not find significant impacts related to aesthetics or viewshed.[34] These findings are supported by substantial evidence.

- **No effect on a scenic vista**: The Project would not have a substantial adverse effect on a scenic vista because "[n]o designated scenic vistas are located within visible distance of the Project site."[35] The Project would not substantially damage scenic resources

[29] General Plan, at p. 8-20.
[30] Draft EIR, at p. 4.11-4.
[31] Draft EIR (Appendix B), at p.1.
[32] Draft EIR, at p. 4.11-4 (emphasis added).
[33] *See* Staff Report, Packet pp. 48, 1048 (Nov. 22, 2021 and Mar. 24, 2023 and comments submitted by Clark & Nelson), as well as Mr. Nelson's testimony at the Aug. 2, 2023 Planning Commission Meeting.
[34] Draft EIR, at pp. 4.3-1–4.3-19; *see also* CEQA Guidelines,14 CCR Div. 6 Ch. 3 Appendix G.
[35] Draft EIR, at p. 4.3-15.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

because "[t]here are no officially designated state scenic highways in the vicinity of the Project site."[36] In fact, "[t]he sections of SR-16 and SR-20 that are designated as eligible state scenic highways are located approximately 6.5 miles from the Project site. Due to terrain and distance, the Project site is not visible from these sections of these highways, therefore, no impact to a scenic highway will occur."[37]

- **No substantial degradation of existing visual character or public views**: The Project would also not substantially degrade the existing visual character or quality of public views of the site and its surroundings.[38] Following the U.S. Bureau of Land Management's objective contrast rating system, the County evaluated views of the Project from six different key observation points from which the infrastructure would be noticeable to the casual observer (i.e., not someone actively searching for the Project).[39] The EIR includes a detailed description of the views from each observation point, concluding in each case that the Project is either not visible or, when barely visible, that the contrast between the Project and existing landforms and vegetation would be minor and less than significant.[40]

- **Not a new source of light or glare**: Finally, the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.[41] The Project will provide a minimum amount of downward-facing safety and security lighting that will be shielded to focus illumination in the immediate area.[42] Light reflection from the solar facility itself is inherently low, as photovoltaic panels are designed to capture (not reflect) sunlight and have a lower refraction/reflectivity index than common sources of glare in residential environments.[43] Any potential glare is further reduced by the application of anti-reflective coatings to the panels.[44] In addition, any light reflected would travel above the line of sight of most viewers because solar panel tracking systems position the array so that the sun is always perpendicular to the panel.[45]

3. The EIR Incorporates Mitigation Measures that Avoid or Substantially Lessen all Potentially Significant Environmental Impacts

The EIR concluded that nine Project impacts have the *potential* to be significant, each of which can be reduced to less than significant levels with mitigation. These include (discussed in sequence below): Impact 4.1-2 (Williamson Act), Impact 4.2-3 (Sensitive Receptors During Construction), Impact 4.4-1 (Special Status Species), Impact 4.4-5 (Local Policies Protecting Biological Resources), Impact 4.5-2 (Archaeological Resources), Impact 4.7-6 (Paleontological Resources), Impact 4.13-1 (Noise), Impact 4.15-11 (Public Services), and Impact 4.18-1 (Tribal Resources).

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[36] Draft EIR, at p. 4.3-15.
[37] *Ibid.*
[38] Draft EIR, at pp. 4.13-15–4.13-17.
[39] *Id.* at pp. 4.3-1–4.3-2.
[40] *Id.* at pp. 4.13-15–4.13-17.
[41] Draft EIR, at p. 4.3-18.
[42] *Ibid.*
[43] *Ibid.*
[44] *Ibid.*
[45] *Ibid.*

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

- **Impact 4.1-2 (Williamson Act)**: The MMRP requires that Janus Solar petition for cancellation from the Board prior to construction.[46] This aligns with the position of the Board's Ad-Hoc Williamson Act Committee, which previously reviewed the Project. In other words, the MMRP includes mitigation that prevents the Project from being constructed unless and until the contracts are addressed pursuant to the Williamson Act.

- **Impact 4.2-3 (Sensitive Receptors During Construction)**: The EIR and MMRP include mitigation to reduce impacts to sensitive receptors, including dust during construction, to less than significant levels.[47] Janus Solar will water unpaved roads twice daily during dry conditions and apply dust suppressant to Spring Valley Road as often as necessary to reduce dust impacts during construction.[48] Janus Solar will also provide an on-site dust control coordinator to ensure that dust is mitigated as called for in the MMRP, and to immediately resolve any issues or concerns from neighboring properties.[49]

- **Impacts 4.4-1 (Special Status Species):** To avoid environmental constraints, approximately 768 acres of the total 1,024-acre site will be used for the Project.[50] Most of the development within the 768-acre footprint will occur within agricultural fields and non-native grassland and herbaceous habitats that are already disturbed by cattle grazing.[51] The EIR analyzed for potential impacts to special status species within the areas to be disturbed and includes detailed measures (e.g., pre-construction surveys, appropriate buffer zones, and other best management practices) to avoid or substantially lessen any potential impacts to below significant levels.[52]

- **Impact 4.4-5 (Local Policies Protecting Biological Resources):** The EIR analyzed the Project in the context of local policies protecting biological resources and concluded there is no conflict "because the Project would not impact oak woodlands or oak trees, and would avoid impacts to riparian and wetland habitats."[53] Nonetheless, the EIR confirms that any potential impacts due to conflicts with local policies would be mitigated to less than significant levels by the suite of biological mitigation measures for the Project.[54]

- **Impact 4.5-2 (Archaeological Resources)**: The EIR concluded the Project would not have a significant impact on historic or unique resources, but that the Project could potentially impact previously unidentified, buried archaeological resources during construction.[55] To reduce potential impacts on unknown archaeological resources to below significant levels, the MMRP requires worker awareness training regarding tribal

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[46] Mitigation Measure AGR-1: Williamson Act Cancellation.
[47] *See* Draft EIR, at p. 4.2-15–4.2-22.
[48] Mitigation Measures AQ-1: Dust Control Measures, AQ-2: Construction Equipment Requirements, and AQ-3: Long-Term Dust Control.
[49] Mitigation Measure AQ-1: Dust Control Measures.
[50] Draft EIR at p. 4.4-25.
[51] *Id.* at p. 4.4-26.
[52] Mitigation Measures BIO-1: Protection of Special Status Species, BIO-2: Worker Environmental Awareness Training and Best Management Practices for Biological Resources, and BIO-3: Protection of Nesting Birds.
[53] Draft EIR, at p. 4.4-30.
[54] *Ibid.*
[55] Draft EIR, at pp. 4.5-21–4.5-22.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

cultural resources, procedures to address inadvertent discovery of resources, and oversight of construction by a tribal monitor.[56]

- **Impact 4.7-6 (Paleontological Resources)**: The surface and underlying geologic units within the Project site have moderate paleontological sensitivity.[57] The Project is only expected to impact the uppermost layers and the EIR includes mitigation to reduce potential impacts to paleontological resources during ground-disturbing activities to below significant levels.[58] Janus Solar will conduct worker education prior to starting construction and a qualified paleontologist will be retained to evaluate any unanticipated discoveries.[59]

- **4.13-1 (Noise During Construction)**: The EIR includes mitigation to reduce the impact of temporary noise during construction to less than significant levels.[60] Janus Solar will implement several protocols to reduce noise during construction, including: minimizing major dirt-moving activities to daytime hours/limiting evening hours to low noise activities, equipping internal combustion engines with appropriate mufflers or other noise-reduction materials, and employing a complaint resolution procedure.[61]

- **Impact 4.15-11 (Public Services)**: The EIR includes extensive mitigation measures to substantially reduce or eliminate potential impacts to public services, including fire protection.[62] Although not required under CEQA, Janus Solar will provide an annual $300,000 "Fire Mitigation Services Fee" to bolster fire protection services within the County for the life of the Project, as well as a commitment to provide reimbursement for all costs associated with a fire department call to the Project site that requires more than one vehicle to respond.[63] The EIR also determined the Project would not exacerbate wildfire risks (i.e., "less than significant"), but Janus Solar nonetheless commits, as a mitigation measure, to work with the Williams Fire Protection Authority to develop a comprehensive Wildland Fire Management Plan prior to building permit issuance.[64]

  Regarding fire risk, RWE, Janus Solar's parent company, has developed 17 solar and battery storage projects in the United States (eight of which have already achieved commercial operations) and none have resulted in any incidents of fire. Nevertheless, Janus Solar will provide the Fire Services Mitigation Fee as a significant public benefit to the County at a cost of more than $10,000,000 over the life of the Project, even if Janus Solar never requires a single call for service. The Fire Services Mitigation Fee will ensure permanent fire personnel are available 24 hours per day, 365 days per year to respond to any potential fire, which will undoubtedly provide critical service to many other County

[56] Mitigation Measures CUL-1: Cultural Resource Worker Education/Training, CUL-2: Inadvertent Discovery of Archaeological Resources During Construction, and CUL-3: Inadvertent Discovery of Human Remains During Construction.
[57] Draft EIR, at pp. 4.7-11–4.7-12.
[58] *Id.* at 4.7-12.
[59] Mitigation Measures GEO-1: Paleontological Worker Education and Awareness Program and GEO-2: Unanticipated Find Contingency.
[60] Mitigation Measure NOISE-1: Noise Minimization.
[61] *Ibid.*
[62] Mitigation Measures PS-1: Fire Services Mitigation Fee and PS-2: Public Services Mitigation Fee.
[63] Mitigation Measure PS-1: Fire Services Mitigation Fee.
[64] Mitigation Measure FIRE-1: Wildfire Protection Measures.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

residents and businesses throughout the 35-year Project period.[65] The Williams Fire Protection Authority is at risk of losing four full-time firefighters due to a grant set to expire in 2024.[66] Approval of this Project and the associated Fire Services Mitigation Fee will provide alternative funding required to maintain these positions.

In addition, Janus Solar will provide an annual $100,000 Public Services Mitigation Fee direct to the County for unrestricted General Fund obligations, totaling $3,500,000 over the 35-year life of the Project.[67] Janus Solar will also provide $10,000 annually each to the Maxwell Park and Recreation District, the City of Williams (to support the Williams Park and Recreation Department), and the Arbuckle Park and Recreation District.[68] Together, these commitments provide flexibility for the County to address unmet public service needs far beyond the Project footprint.

- **Impact 4.18-1 (Tribal Resources)**: The EIR did not identify tribal cultural resources listed in a local register or eligible/listed as eligible to the California Register of Historical Resources within the Project site.[69] The Project is located within the aboriginal territories of the Yocha Dehe Wintun Nation and therefore includes mitigation measures to ensure any potentially significant impacts to sensitive resources are mitigated to less than significant levels.[70] Janus Solar will work closely with the Yocha Dehe Wintun Nation, the Cortina Rancheria Kletsel Dehe Band of Wintun Indians, and the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community to collaborate on cultural resource protection and design the required pre-construction training.[71]

In sum, the Project mitigates all potentially significant impacts to less than significant levels, and the record does not contain substantial evidence to support inconsistencies with the General Plan or Zoning Code. The Board of Supervisors should therefore certify the EIR and adopt the MMRP.

IV. The Project Satisfies the County's Requirements for Issuance of a Use Permit

To issue a Use Permit, the County must find that: (1) the proposed use is consistent with the General Plan and Zoning Code and (2) the "establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."[72] The Project meets both of these requirements. Thus, the Planning Commission's finding denying the Use Permit based on General Plan and Zoning Code inconsistencies is an unreasonable interpretation of the plain language of the County's articulated land use policies and is not based on substantial evidence.

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[65] Final EIR, at p. 3-12.
[66] *See* Staff Report, Packet pp. 1033–1034, Letter from Fire Chief Gilbert to Colusa County Planning Department (Mar. 7, 2023).
[67] Mitigation Measure PS-2: Public Services Mitigation Fee.
[68] *Ibid.*
[69] Draft EIR, at p. 4.18-3.
[70] *Ibid.*
[71] Mitigation Measure CUL-1: Cultural Resource Worker Education/Training.
[72] County Code § 44-1.80.030.B.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

A. The Planning Commission's Denial of the Use Permit Based on Purported General Plan and Zoning Inconsistency is Unreasonable and Not Supported by Substantial Evidence

The General Plan land use designations applicable to the Project are "Agriculture Upland" (AU) (solar facility) and "Agriculture General" (AG) (gen-tie line), each of which allow the same land uses under the General Plan.[73] The zoning classifications applicable to the Project are "Foothill Agriculture" (F-A) (solar facility) and "Exclusive Agriculture" (E-A) (gen-tie line).[74] As detailed below, the applicable General Plan and zoning designations expressly allow for off-site energy production (including solar) with a Use Permit which is the approval Janus Solar seeks here.

1. Agriculture Upland (AU) General Plan Designation Allows for Off-Site Alternative Energy Facilities, including Solar, with a Use Permit

Agriculture is the backbone of Colusa County's economy, as reflected throughout the County's approach to land use planning.[75] Janus Solar recognizes the critical importance of this industry to the County. The Agricultural Element includes General Plan objectives and policies geared toward maintaining agriculture land use designations.[76] The General Plan also provides specific guidance for the evaluation of certain uses that are compatible with agricultural lands, like alternative energy production (including solar). On-site solar that supports agriculture-related industries is a permitted use allowed "by right" (i.e., without the issuance of a Use Permit); off-site solar is also a compatible use, subject to a Use Permit. The Project precisely aligns with these policies, and Janus Solar seeks the proper approvals based on the County's articulated policies.

For example, General Plan Policy AG 2-1, cited in Resolution No. 23-006, makes an affirmative statement about on-site solar.[77] On-site solar that supports agriculture-related uses "should be permitted" within agricultural lands. The implementing action for this policy (Action AG 2-A) continues that on-site energy production is a "principal permitted use," and that off-site energy production (i.e., energy production that does not directly support on-site agricultural operations) requires a Use Permit. The language of the General Plan is clear and straightforward and to find inconsistency with Policy AG 2-1 is an incomplete reading of the policy, as it simply ignores the fact that the General Plan contemplates off-site solar on agricultural lands subject to a Use Permit.

The Project also complies with General Plan Policy AG 1-2 because the property will "remain designated for agriculture."[78] Policy AG 1-2 discourages the "rezoning or redesignation" of agricultural land to "urban use . . . ."[79] The purpose of the policy is to avoid the conversion of productive farmland to "urban" uses like residential or commercial uses that would be incompatible with adjacent agricultural uses. Here, the Project does not require a rezoning, as off-site solar is a conditionally permitted use. This is because the County has already determined

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[73] Staff Report, at Packet pp. 30–31.
[74] *Ibid.*
[75] General Plan, at p. 2-1.
[76] *See generally* General Plan (Agriculture Element), including Objective AG 1-A, cited in Resolution No. 23-006, which states: "Recognize that Agricultural Land is the County's Greatest Natural Asset and Take Appropriate Measures to Restrict the Conversion of Agricultural Lands to Non-Agricultural Uses."
[77] General Plan, at p. 2-5.
[78] General Plan, at p. 2-2.
[79] *Ibid.*

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

through its General Plan process that solar is *compatible* with ongoing agricultural uses in the vicinity, which is not the case with urban uses that attract users whose presence would conflict with agricultural activities.

The concerns regarding urban uses are simply not present for a solar project. Solar is a passive use that does not bring new users to the site. To put it another way, solar panels are indifferent to the sights, sounds, smells and other impacts of farming and ranching. The panels and batteries require no groundwater, they do not generate traffic, and they do not otherwise interfere with farming and ranching. Thus, the County has already codified in the General Plan that the use is consistent with agriculture subject to Use Permit issuance.

The Project is also consistent with General Plan Policy LU 2-11, which calls on the County to "[d]evelop accommodations for the development of large-scale commercial energy production, such as solar, on agricultural parcels." [80] The County has done so by developing zoning regulations that allow for off-site solar with a Use Permit. Policy AG 2-5 also calls for the County to "[e]ncourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and *solar or wind farms*."[81]

Policies in the Conservation Element are also highly specific and reinforce the Project's consistency with the General Plan. Policy CON 2-3 states "[a]llow commercial alternative energy facilities including solar, wind and biomass in the Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation land use designations with a Conditional Use Permit."[82] Policy CON 2-2 mirrors Policy AG 2-5 above, calling for the County to "[e]ncourage the development of large-scale commercial energy projects that utilize renewable sources such as solar, wind, biomass, and agricultural byproducts."[83] To find that the Project is inconsistent with the General Plan given the plain text of these policies is unreasonable.

Further, it is well-established in California that General Plan consistency is a determination of overall compatibility, and that compatibility is not compromised by cherry-picking a handful of policies without considering the totality of the General Plan.[84] The requirement is that a Project exist "in agreement or harmony with the terms of the applicable plan, not in rigid conformity with every detail" of it.[85] A contrary interpretation of the General Plan would prevent almost any kind of project from moving forward, as it is almost impossible to conceive of a project that is consistent with every policy in the General Plan. The Project meets the established legal standard for General Plan consistency and exists in harmony with the General Plan. It will be constructed on non-prime agricultural land (with no irrigation connection), the property will not be re-zoned for urban uses, and the property owner will integrate the use with ongoing grazing operations. The General Plan envisions passive, off-site solar that is compatible with agriculture subject to a Use Permit—the Project is exactly that.

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[80] General Plan, at p. 8-20.
[81] General Plan, at p. 2-7 (emphasis added).
[82] General Plan, at p. 5-9.
[83] General Plan, at p. 5-9.
[84] *See, e.g., Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 717–18.
[85] *San Franciscans Upholding the Downtown Plan v. City & County of San Francisco* (2002) 102 Cal. App. 4th 656, 678 (internal quotation marks omitted).

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

2. Foothill Agriculture (F-A) Zoning Classification also Expressly Allows Energy Generation for Off-Site Use with a Use Permit

The Zoning Code implements the General Plan with precision, expressly allowing off-site solar in agriculture classifications subject to discretionary approval. For land zoned "Foothill Agriculture" (F-A), the zoning classification for the Project, "Energy Generation for *Off-Site* Use" is allowed with a Use Permit; "Energy Generation for On-Site Use" is permitted by right.[86] There can be no question that the Project is consistent with the Zoning Code. Off-site use is allowed subject to a Use Permit.

3. Energy Production (EP) Overlay Zone is Not Applicable

Resolution No. 23-006 provides that the Project is not consistent with Zoning Code Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) because this zoning classification "shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract."[87] This is simply incorrect because there is no EP Overlay Zone on the Project site. As explained by the Community Development Director at the August 2, 2023, Planning Commission Meeting, the EP Overlay Zone is an optional planning tool that allows the County to proactively designate certain parcels for large-scale renewable energy development.[88] Because parcels within the contemplated EP Overlay Zone will be pre-vetted by the County (satisfying certain conditions, including not being subject to a Williamson Act contract), off-site energy projects may be permitted with *a staff-level Minor Use Permit*.[89] To date, the County has not designated any parcels under the EP Overlay Zone and the Project is not subject to this designation.[90] Absent the designation, a standard (i.e., non-streamlined) Use Permit is required which is, again, what Janus Solar seeks.

Therefore, the Project is consistent with the plain text of the General Plan and Zoning Code—off-site solar is allowed with a Use Permit—and concluding otherwise is unreasonable.

B. The Project is Not Detrimental to Persons Residing in the Area

The second finding required for a Use Permit is that approval of the Project would not "be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."[91] The evidence in the record confirms the Project satisfies this requirement. As detailed in Section III.B.3 above, the Project is required to comply with several mitigation measures which substantially lessen or avoid all potentially significant impacts on the environment, including closely monitored dust suppression measures during

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[86] County Code § 44-2.20.30 (emphasis added).
[87] Resolution No. 23-006 § I(B).
[88] *See* recording from Aug. 2, 2023 Planning Commission Meeting (testimony of Greg Plucker, Director of the Community Development Department — "With respect to the Energy Overlay District, that's a different approach to permitting large scale solar panels . . . That approach was put in there for staff to go out and designate these large areas for solar energy, which we have not done. Under that overlay district, it's not a full-blown Use Permit that gets approved by the Planning Commission, it's a staff-level Minor Use Permit that would be considered . . . ."
[89] *See* County Code § 44-2.80.020.D.
[90] *See* supra note 88.
[91] County Code § 44-1.80.030.B.2.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

construction.[92] In addition to the required mitigation under CEQA, the conditions of approval in the Use Permit further minimize the impacts of Project design and construction.[93]

For example, the final color of the metal battery enclosures must be pre-approved, non-reflective and earth tones to blend into the surrounding environment.[94] Metal power poles used for the gen-tie connection must also be finished in a non-reflective, flat dark brown color to resemble the coloration of adjacent wooden power poles.[95] All semi-truck construction traffic and off-site construction must be limited to Monday through Friday from 7:00am through 7:00pm; on-site construction is subject to the same weekday restrictions and 8:00am through 5:00pm restriction on the weekends.[96] Prior to the start of construction, Janus Solar will identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and make the contact information available to the Community Development Department and surrounding property owners.[97] The Community Development Director must be notified by Janus Solar within 48 hours of any complaint.[98] Janus Solar will work with Caltrans and the Colusa County Department of Public Works to install construction warning signs along Highway 20 and County Roads.[99] Prior to building permit issuance, Janus solar will pay all required fees (including the Fire Mitigation Services Fee) and execute a bond or other security to cover the estimated costs of decommissioning (i.e. returning the property to its pre-Project state).[100]

Each of these conditions further reduces the impact on neighboring landowners and the community and support a no-detriment finding. Janus Solar must fulfill all conditions as a requirement of Use Permit approval, including conditions that must be satisfied before the Project is built (e.g., cancellation of Williamson Act contracts and the posting of security to guarantee decommissioning and removal), along with construction and operational conditions.

In addition to measures that proactively reduce potential impacts, the Project provides significant community benefits. The Project will help diversify the County's economy—a stated goal in the Economic Development Element of the General Plan.[101] The economic benefits during construction alone are significant—an estimated 200 local jobs (equivalent of 90 job-years), sales tax of $785,000 direct to the County, and a total economic output of $15,900,000.[102] Once constructed, the Project is anticipated to generate as much as $442,713 annually in property taxes.[103] Janus Solar will also provide an annual $300,000 Fire Services Mitigation Fee to expand

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[92] Mitigation Measure AQ-1: Dust Control Measures.
[93] *See generally* Use Permit (Appendix C to the Staff Report, Packet pp. 679–82).
[94] *Id.* at p. 681 (Condition L).
[95] *Id.* at p. 681 (Condition Q).
[96] *Id.* at p. 681 (Condition N).
[97] *Id.* at p. 681 (Condition O).
[98] *Ibid.*
[99] *Id.* at p. 681 (Condition P).
[100] *Id.* at p. 682 (Condition R).
[101] General Plan, at p. 6-1 (Economic Development Element); *see also* Policy ED 1-5 (p. 6-2) – "Promote the use of solar technology, cogeneration, biomass systems, water reuse to reduce the long-term operational costs for businesses and provide a sustainable approach to water and energy use."
[102] Colusa County Janus Solar Facility Economic Impact Analysis; EPS #212142 (Jan. 9, 2023) (independent study commissioned on behalf of the County to assess Project impact), pp. 3–5; *see also* Appendix A (Table A-2: Estimated One-Time Taxable Sales and Use Tax Revenue from Construction).
[103] *Id.*, *see* Appendix A (Table A-3: Estimated Annual Property Tax Revenues).

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

fire protection services, detailed in Section III.B.3 above, as well as an annual $100,000 Public Services Mitigation Fee.[104]

In sum, this Project represents a landowner's desire to build a future that the General Plan and Zoning Code envision—an integration of passive solar and agricultural uses on non-prime farmland. The Project meets each required finding for a Use Permit under the County Code, and we respectfully request that the Board approve the Project.

V. Relief Requested

Based on the foregoing reasons, Janus Solar respectfully requests that the Board: (1) certify the EIR, (2) adopt the MMRP, and (3) issue the Use Permit for the Project. Should the Board issue the Use Permit, Janus Solar request that the Board also, in a subsequent action, adopt the required findings to cancel the Williamson Act contracts for the subject property.

Sincerely,



Garrett Colli

CC: Ann Nordyke (Chief Board Clerk; boardclerk@countyofcolusa.com)
Patricia Rodriguez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Exhibits:

Exhibit 1 – Notice of Appeal

[104] Mitigation Measures PS-1: Fire Services Mitigation Fee and PS-2: Public Services Mitigation Fee.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Exhibit 1

Notice of Appeal

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

PERKINSCOIE

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August 11, 2023

Garrett Colli
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VIA FEDERAL EXPRESS AND E-MAIL

Ann Nordyke
Chief Board Clerk
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Notice of Intent to Appeal – Janus Solar Use Permit #20-01 (PD-3829)

Dear Board Clerk:

We write to provide notice that our client, Janus Solar PV, LLC ("Janus Solar") intends to appeal the decision of the Colusa County Planning Commission ("Planning Commission") denying approvals for the Janus Solar Project (Use Permit #20-01, PD-3829) ("Project") to the Colusa County Board of Supervisors ("Board").

On August 2, 2023, the Planning Commission voted to deny (1) certification of the Environmental Impact Report ("EIR") and (2) the Conditional Use Permit ("Use Permit") for the Project, each on the grounds of unspecified inconsistencies with the Colusa County General Plan ("General Plan"). The Planning Commission's decision to deny these approvals due to purported inconsistencies with the General Plan is arbitrary and lacks satisfactory evidence.

As detailed in the Planning Commission Staff Report, the Project is *consistent* with the General Plan, as it is located within the "Agricultural Upland" General Plan designation which allows for solar energy production.[1] The Project is also consistent with the Colusa County Zoning Code ("Zoning Code"). Section 44-2.20.30 of the Zoning Code allows for "Energy Generation for Off-Site Use" within agricultural zones subject to a conditional use permit—precisely the approval Janus Solar seeks here.[2] Further, the EIR and the proposed Use Permit for the Project include several measures to mitigate any potential impacts to surrounding land uses including a commitment to use non-reflective materials that blend into the natural environment, a time-restricted construction schedule, and a single point of contact should any project-related issues arise.[3] These measures, and the weight of the evidence in the record as a whole, demonstrate consistency with the General Plan.

[1] Janus Solar August 2, 2023 Planning Commission Staff Report Packet (with attachments) (pp. 14–15) https://www.countyofcolusa.org/DocumentCenter/View/16652/2023-08-02-Planning-Commission-Agenda-Staff-Report-Packet-Janus-Solar-Project
[2] *Id.* at 15.
[3] *Id.* at 15–16.

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

The Planning Commission is anticipated to adopt a resolution with written findings denying certification of the EIR and the Use Permit for the Project at the September 6, 2023 Planning Commission meeting. Once the Planning Commission adopts a resolution confirming the decision and detailing its findings, Janus Solar will provide additional specific reasons for appeal in a supplemental letter of appeal to the Board within 10 days, as required by Section 44-1.80.080 of the County Code. Concurrent with this notice, Janus Solar submitted the $750.00 filing fee for the appeal to the Board Clerk by mail to the above-mentioned address.

We appreciate staff's diligent efforts to date, and look forward to the opportunity to present the merits of the Project to the Board.

Sincerely,



Garrett Colli

CC: Patricia Rodriquez (Deputy Board Clerk; prodriguez@countyofcolusa.com)
Melissa Kitts (Deputy Board Clerk; mkitts@countyofcolusa.com)
Jennifer K. Sutton (Senior Deputy County Counsel; jsutton@countyofcolusa.com)

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Favero Ranch

Paul Favero
Michael Rex Favero
2233 Park Towne Circle
Sacramento, CA 95825
(916) 487-9100

September 26, 2023

Kent S. Boes, Chair
Gary J. Evans, Vice-Chair
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Jose Merced Corona, Board Member

Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusa.com

Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

I will not spend much time on the facts supporting the Janus Solar project. They are clearly laid out for you in the appeal and by the Colusa County Planning Department. Interestingly, facts are a difficult thing to controvert, other than on an emotional basis.

My family and I have been in California and Colusa County since the 1960's. In all those years, we have vastly improved the property and its profitability, all within the constraints of zoning and the County General Plan. We seek to continue, in our longstanding efforts, to improve our portion of Colusa County, in collaboration with the County. We request your help in so doing. We consider producing clean electricity as the optimum choice for us and the County.

It's no surprise that the Golden State leads the nation in solar power, which generates more than 26% of the states electricity. California has a goal to achieve 100% clean energy by 2045. We choose to legally be a part of the solution and invite the Board to do the same. Our desire is to establish a productive use of non-prime farmland (no irrigation water is available to use even though we have attempted to acquire it for decades) while maintaining existing agricultural operations. Both goals can be accomplished under the existing land use designations for the property.

It goes without saying that every U.S. citizen landowner has an inherent right to develop their property in

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

whatever manner they desire as long as the governing permit and land use requirements are met. Of necessity, this project will be used to support the agricultural activities that we will continue to engage in throughout the lifetime of the project. In fact, the project site utilizes only a small portion of our cattle operation acreage.

Certainly, we intend to benefit financially from the project. We rightfully attempt to do so with all projects we have undertaken. We strive to do so legally, quietly, and without undue concern for covetous emotions from anyone. The bumper crop of financial benefits provided to Colusa County and all of its citizens is prodigious, to say the least. The numbers have been well outlined for you.

Of note, at the end of the project's operational period, Janus Solar will decommission the site with all related facilities and return the land to its current state. All will be legally secured by a bond held by the County. After removal of the facilities, my family will have the option to return the property to cattle grazing or any other use allowed under the General Plan and County Code.

In conclusion, the Solar Project mitigates all potentially significant impacts to less than significant levels. Furthermore, issuance of the Use Permit would not change the existing agricultural land use, General Plan, or zoning designations for the site. This project can only be factually seen as a win-win for all parties.

With Respect,

Michael Rex Favero, DMD

Paul Favero, DDS

MRF/sp

Attachment: Attachment #1 Letters of Appeal (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

RESOLUTION NO. 23-006

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION DENYING THE CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH No. 2020070577), THE ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM, AND THE APPROVAL OF USE PERMIT #20-01 (PD-3829) FOR THE JANUS SOLAR PROJECT BASED ON GENERAL PLAN INCONSISTENCY

WHEREAS, Janus Solar PV, LLC (Applicant) has applied for a conditional use permit to construct, operate, maintain, and decommission (in the future) a photovoltaic (PV) electricity generating facility with a battery energy storage system (BESS) and associated facilities and infrastructure (Project); and

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project and has determined that an Environmental Impact Report was necessary to fully review and consider all potentially significant impacts for the Project; and

WHEREAS, a Draft Environmental Impact Report and a Final Environmental Impact were prepared and processed pursuant to all requirements of Title 14 (Natural Resources), Division 6 (Resources Agency), Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) of the California Code of Regulations; and

WHEREAS, the Planning Commission held a duly noticed Public Hearing regarding the proposed Final Environmental Impact Report and Use Permit on March 1, 2023, April 5, 2023, May 3, 2023, and on August 2, 2023, at which time any and all comments were received during the public hearing process; and

WHEREAS, after the close of the Public Hearing the Planning Commission fully considered the Final Environmental Impact Report, Planning Staff's report on the Project, all public testimony, all other written and orally testimony, and totality of the public record of the Project.

I. NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on information contained within the Final EIR, the Draft EIR, the Planning Staff's staff reports, all written and oral testimony, and totality of the public record of the Project makes the following findings:

A. The Colusa County Agricultural and Land Use Elements of the General Plan contains numerous goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses. The proposed project would not be consistent with these goals, objectives, policies and action items including Objective AG 1-A which recognizes that agricultural land is the County's greatest natural asset and calls for appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses and Policy AG 2-1 because it would take 1,000 acres of agricultural lands out of production for a commercial solar project that would provide energy exclusively for off-site uses.

Attachment: Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (9479 : Appeal of the

B. Section 44-2.80.020.C.b (Energy Production (EP) Overlay Zone) states that the EP overlay zone shall not be placed on any property under Williamson Act contract unless power generation facilities are specifically allowed under the contract. The proposed project would be located on land that is currently under Williamson Act contract and would not be consistent with this Zoning Code section.

II. NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of Section I herein, the Colusa County Planning Commission hereby determines that based on the Project's inconsistency with the General Plan and Zoning ordinance the Commission:

A. Does not certify the Final EIR (SCH No. 2020070577);

B. Does not adopt the Mitigation Monitoring and Report Program; and

C. Denies the proposed Use Permit 20-01 for the Janus Solar Project.

PASSED AND ADOPTED this 6th day of September, 2023 by the following vote:

AYES: Commissioners Heath Krug, Kirk Pendleton and John Troughton, Jr.

NOES: None.

ABSENT: Commissioners Dave McCullough and Elizabeth Yerxa.

John Troughton, Jr.
Chair, Planning Commission

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

Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #2 September 6, 2023 Commission Resolution 23-006 Denying Janus Solar FEIR_MMRP_UP (9479 : Appeal of the

WILLIAMS FIRE PROTECTION AUTHORITY

810 E Street • P.O. Box 755 • Williams, California 95987
(530) 473-2269 • Fax: (530) 473-3174 • E-mail: wfpa@frontiernet.net

September 28, 2023

RWE Clean Energy LLC
20 California Street, Suite 500
San Francisco, CA 94111

Attn: Alex Salas

RE: Janus Solar Project

Alex,

On behalf of the Williams Fire Protection Authority (Authority,) I would like to thank you for taking the time to meet with board member Don Parsons, Assistant Chief John Alvernaz and myself to discuss the proposed Janus Solar Project.

As we stated in the meeting, the Authority does not take a position for or against the project. The Authority Board has given the Fire Chief direction to mitigate the impacts of the proposed Janus Solar Project.

The Authority appreciates the communications that RWE has had with the Authority regarding the proposed project and feels comfortable with the mitigation measures that RWE has proposed for the project. The proposed mitigation measures include the Authority fire assessment, mitigation funding, CPI increases and replacing damaged personal protective equipment.

Again, the Authority thanks you for your time and commitment to mitigation measures for the proposed Janus Solar Project.

Sincerely,

Jeffery A. Gilbert
Fire Chief

CC: Colusa County Board of Supervisors

Attachment: Attachment #13 2023 09 28 Williams Fire Authority Mitigation Acceptance Letter (9479 : Appeal of the Denial of Janus Solar Use

Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

President-Andre Young

Vice President- Danny Azevedo

Secretary/Treasurer-Tish Nerli

Po Box 688

Maxwell, CA 95955

Phone: 501-6588

Maxwellparkandrecs@gmail.com

Maxwellparkandrec.com

Oct. 1, 2023

County of Colusa
Board of Supervisors
547 Market St.
Colusa, CA 95932

Dear Chairman Boes and members of the Board:

As members of the Maxwell Park and Recreation District Auxiliary, a non-profit organization under the umbrella of the Community Foundation of Colusa County, we strongly urge you to overturn the Planning Commission's denial of the Janus Solar Project use permit.

The Janus Solar Project will not only increase revenue to the County but the MPR District, which struggles to maintain its only facility on less than $14,000 in annual income from a $15 per parcel assessment established in 1985.

The additional revenue that would come from this project will allow the district to make badly needed repairs to the community center, which could then be made available for activities for youth, adults, and senior citizens, and lessen the fundraising burden on the Auxiliary and its small band of volunteers.

We understand that agriculture is the foundation of our economy, but the citizens of Colusa County, who have been subsidizing property taxes on farms and ranches since 2009, are getting very little in return.

Denying individual property owners their right to develop their land - and denying income to special districts and jurisdictions that are struggling to provide recreation and services to the public - could eventually erode voter support for the Williamson Act and place Colusa County's agricultural economy and a farmer's ability to farm in even greater peril than currently exists.

We need development in Colusa County and believe solar farms can easily coexist with agriculture practices, as well as provide a renewable source of energy that is critical to our

future, reduce stress on the water supply, and would enhance - not detract from - the county's identity.

Colusa County is home to a power plant, electrical lines that crisscross the countryside, towering rice dryers, and food processing plants. These are all part of our identity and are symbols of innovation and progress. We can make room for renewable energy.

We urge you to support the Janus Solar Project but ask that RWE live up to its original proposed contribution or $15,000 minimum toward recreation in Maxwell, Williams, and Arbuckle. The need is so great in our small communities.

Please bring this project and its benefits to Colusa County.

Sincerely,

Valente Bailey

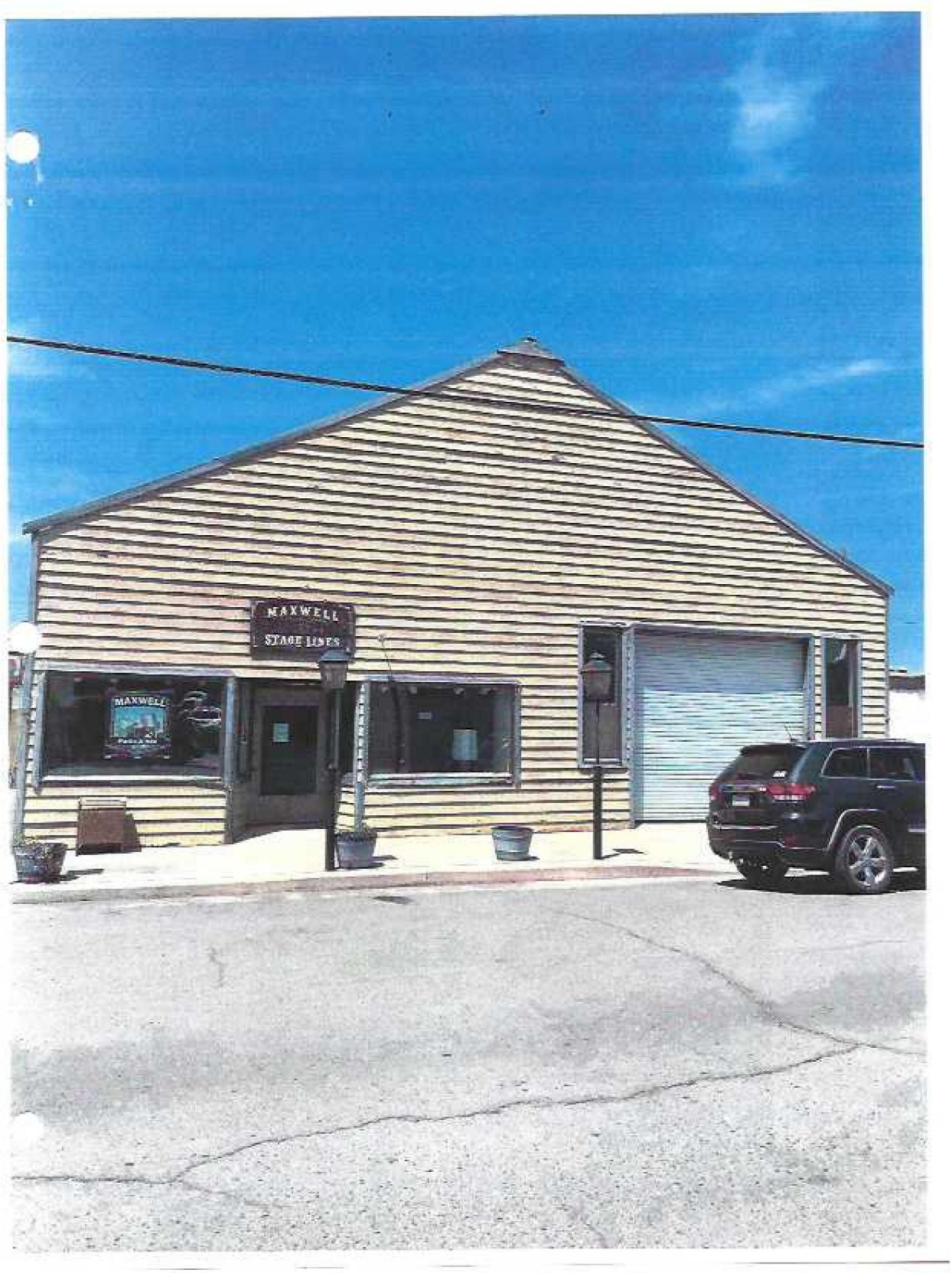


Susan Meeker



Cc: Greg Plucker
Colusa County Community Development

Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)



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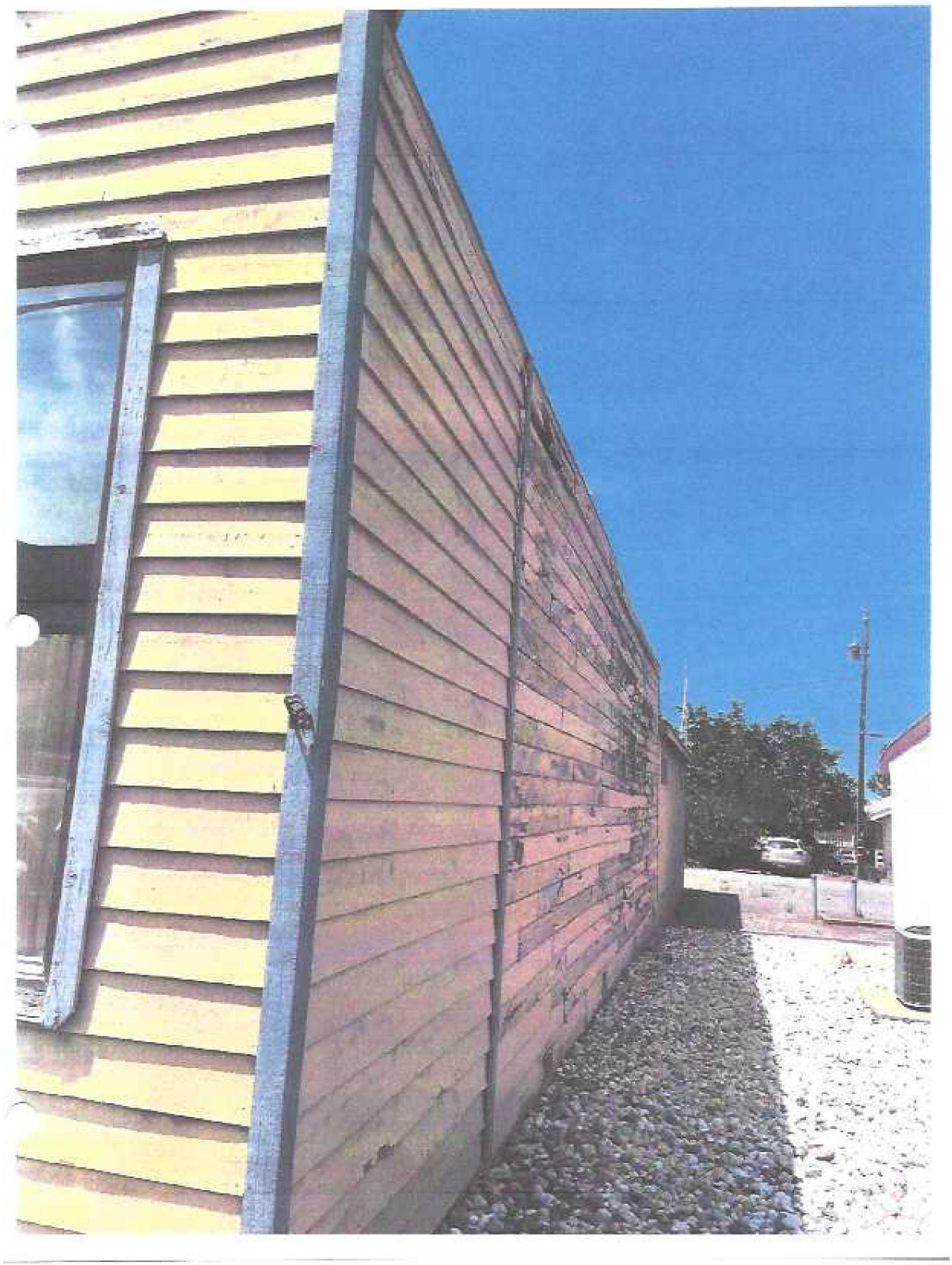

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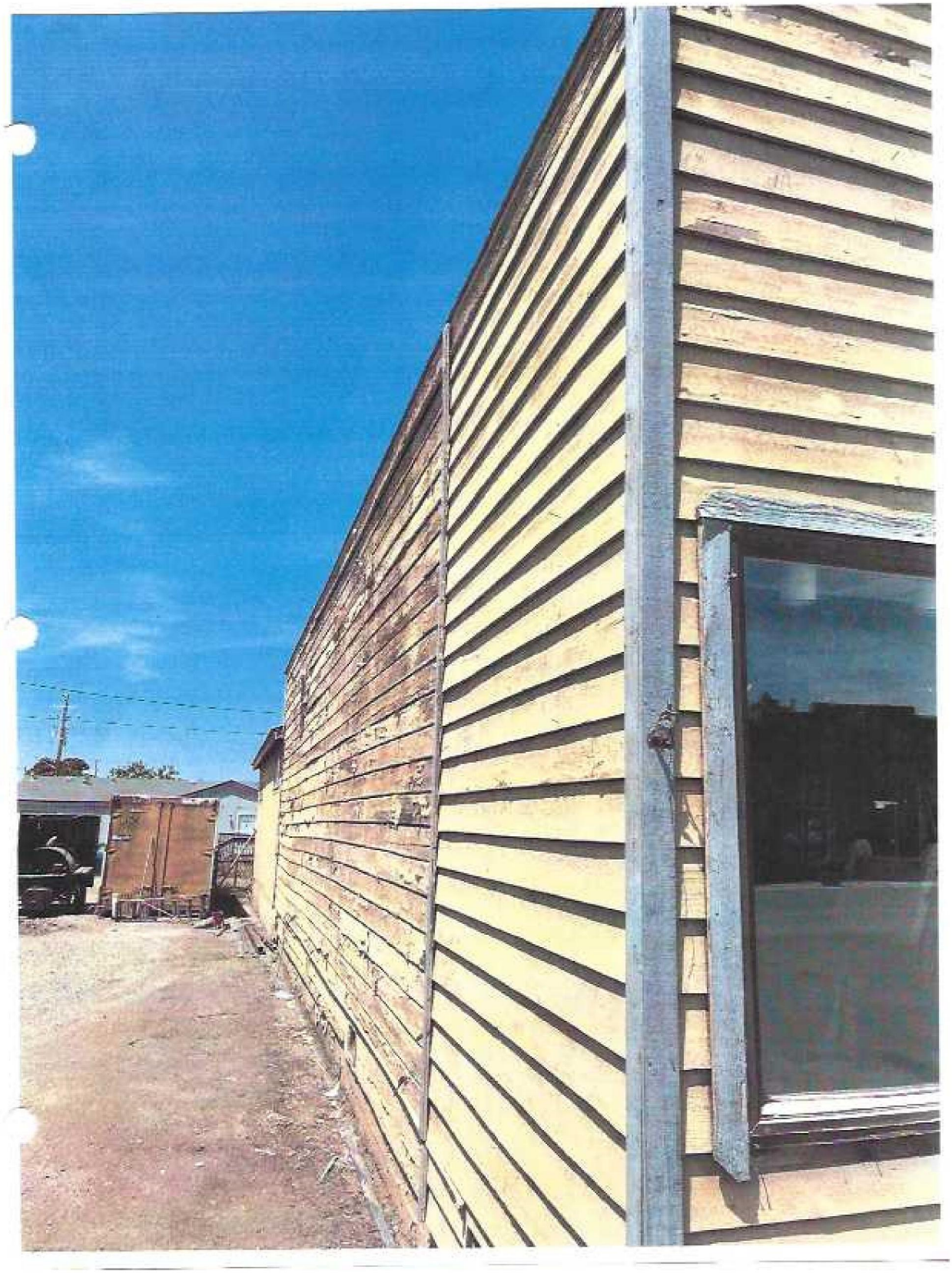

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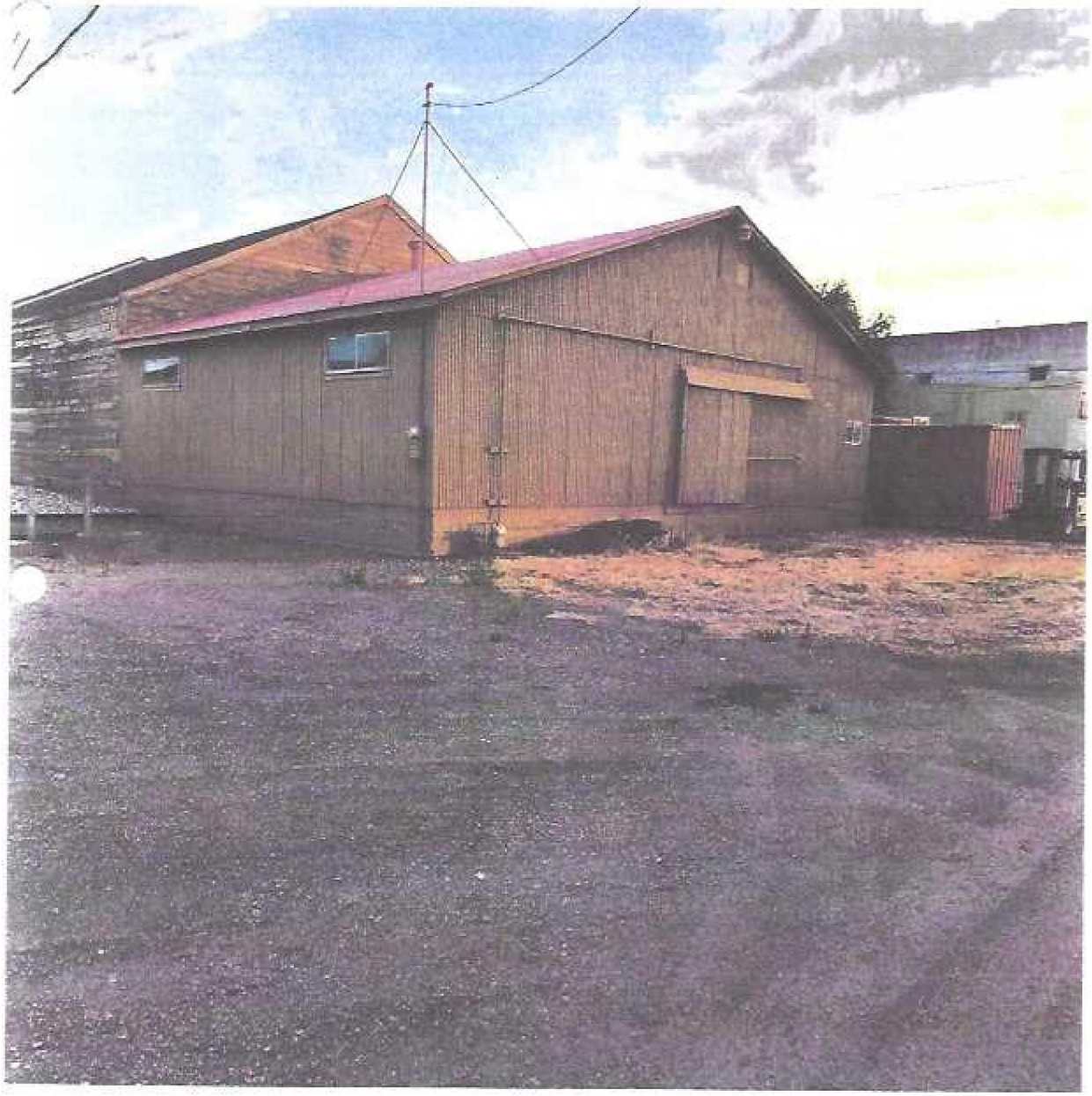

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Attachment: Attachment #14 2023 10 01 Maxwell Park and Rec Letter of Support (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

October 10, 2023

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

Re: Janus Solar Project Use Permit UP #20-01 (PD-3829)

Dear Chairman Kent Boes, Vice-Chairman Gary Evans, Board Member Janice Bell, Board Member Daurice Kalfsbeek Smith, and Board Member Jose Merced Corona,

I am writing to urge you to uphold the Planning Commission's well-thought-out decision to deny the certification of the Janus Solar Project Environmental Impact Report and their Conditional Use Permit.

The Planning Commission evaluated the entirety of the project and correctly, insightfully, reasonably, and responsibly concluded that the Janus Solar Project's commercial, industrial project is not compatible with the Agriculture Element of the General Plan which states, "Farming and related agriculture industries are not only the backbone of Colusa County's economy, they also play a central role in the way of life of County residents and help define the character of the county." Policy AG-2 states its goal is to "Maintain and enhance agriculture as the County's most critical land use, economic sector and resource."

By definition, agriculture is the science, art or practice of cultivating the soil, producing crops, and raising livestock and in varying degrees the preparation and marketing of the resulting products. Such is the case with Colusa County's 2022 Leading Commodities: Almonds, Tomatoes, Rice, Walnuts, Cattle and Hay.
The farmers and ranchers who live and work along and near Spring Valley Road are entitled to preserve their agricultural lifestyle in this beautiful, rural setting.

From the beginning of the process, on May 6, 2020, when Janus Solar submitted their Application and Project Questionnaire (Attachments #1 & #2) they have misrepresented the impact the project would have on the area when they indicated NO answers to every question from #20 through #31 including:
"Question 22: Change in pattern, scale or character of general area of project."
The EIR incorrectly supported Janus' initial representation by concluding the "Change in scenic views or vistas from existing residential areas or public lands or roads is *insignificant."* I also dispute the LESA score for the land as the proposed site is located within the Westside Water District boundary and could be annexed into the district and farmed, irrigated and put into orchards, vineyards or any row crop currently being grown in the area. Our family would like to see the extensive economic benefits to Colusa County with just such a plan analyzed and included in the EIR.

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Nowhere is there mention in the EIR that the site is located in a ***HIGH*** Fire Hazard Safety Zone by the Cal Fire Office of the State Fire Marshal. (See Attachment #3.) The funding promised in the Fire Services Mitigation Fee, which was not initially offered, serves to highlight the true risks and dangers associated with locating the project and its battery storage units in a HIGH Fire Zone. Contrary to what Mr. Colli states on Page 3 of 17, in paragraph 2, ***no*** amount of funding guarantees "the Project will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the area." If a fire starts and a south or southwest wind is blowing, our livestock will be victims and not survive due to the distance from the Williams Fire Department and the fact that there is only one road in to the project site could make it impossible to access in the event of a fire. We are all aware of the devastating losses due to fire in Maui, Napa, and Paradise.

Mr. Colli characterizes solar panels on page 14 of 17 as "indifferent to the sights, sounds, smells and other impacts of farming and ranching.", but he neglects to mention the intrusion, interference and impact on agricultural endeavors that rainwater run-off from taking 1000 acres out of agriculture, to be covered with 196,000 solar panels, along with the interference created by miles of new power poles could have with future agricultural operations such as aerial applications for crops and orchards. Given PG&E's emphasis on new underground lines it seems like a huge deficiency in the EIR to not have included analysis of underground transmission lines as an alternative to above ground lines.

Spring Valley Road a is fertile valley, as seen in Attachment #4, which is a photo of a hay crop growing on the proposed project site taken in March of this year.
The residents and those working in the area are entitled to have their rural, agricultural lifestyle maintained.

The Notice of Intent to Appeal Letter written on August 11, 2023, by Mr. Garrett Colli states "Further, it is well-establish in California that General Plan consistency is a determination over overall compatibility and that compatibility is not compromised by cherry-picking a handful of policies without considering the totality of the General Plan."
There is only one phrase in Colusa County's 9 page General Plan Agriculture Element that mentions solar and wind farms and it is the one phrase Janus has cherry-picked to support their appeal. I urge you to do what Mr. Colli suggests and consider the totality of the Agriculture Element and weigh the relevant information with regard to location, size , design and operating characteristics and reasonably infer the same conclusion as the Planning Commission- a different conclusion than that of Mr. Colli - and deny the Use Permit and deny the certification of the EIR.

Thank you for your consideration of this letter.
Respectfully yours,

Beth Ferrini Katsaris

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

16. If commercial, indicate the type, whether neighborhood, or regionally oriented, square footage of sales area, and loading facilities. N/A

17. If industrial, indicate type, estimated employment per shift, and loading facilities. N/A

18. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project. N/A

19. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required. Energy generation for off-site use is permitted within the Foothill Agriculture Zone with approval of a Use Permit (Colusa County Zoning Ordinance §44-2.20.30).

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

		YES	NO
20.	Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.		X
21.	Change in scenic views or vistas from existing residential areas or public lands or roads.		X
22.	Change in pattern, scale or character of general area of project.		X
23.	Significant amounts of solid waste or litter.		X
24.	Change in dust, ash, smoke, fumes or odors in vicinity.		X
25.	Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.		X
26.	Substantial change in existing noise or vibration levels in the vicinity. ?		X
27.	Site on filled land or on slope of 10 percent or more.		X
28.	Use of disposal of potentially hazardous materials such as toxic substances, flammables or explosives.		X
29.	Substantial change in demand for municipal services (police, fire, water, sewage, etc.).		X
30.	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).		X
31.	Relationship to a larger project or series of projects.		X

ENVIRONMENTAL SETTING:

32. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site and their use. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Please see the attached Habitat Characterization Report (Attachment B) and the Phase I Environmental Site Assessment (Attachment C).

33. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity or land use (one-family, apartment houses, shops, department stores, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

The surrounding land use is rural. Properties are currently being used for cattle grazing, agriculture, and open space. There is a residence to the south of the Project site, and agricultural buildings to the west. Photographs of views of the surrounding properties are included as Attachment D.

CERTIFICATION:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: 5/6/2020

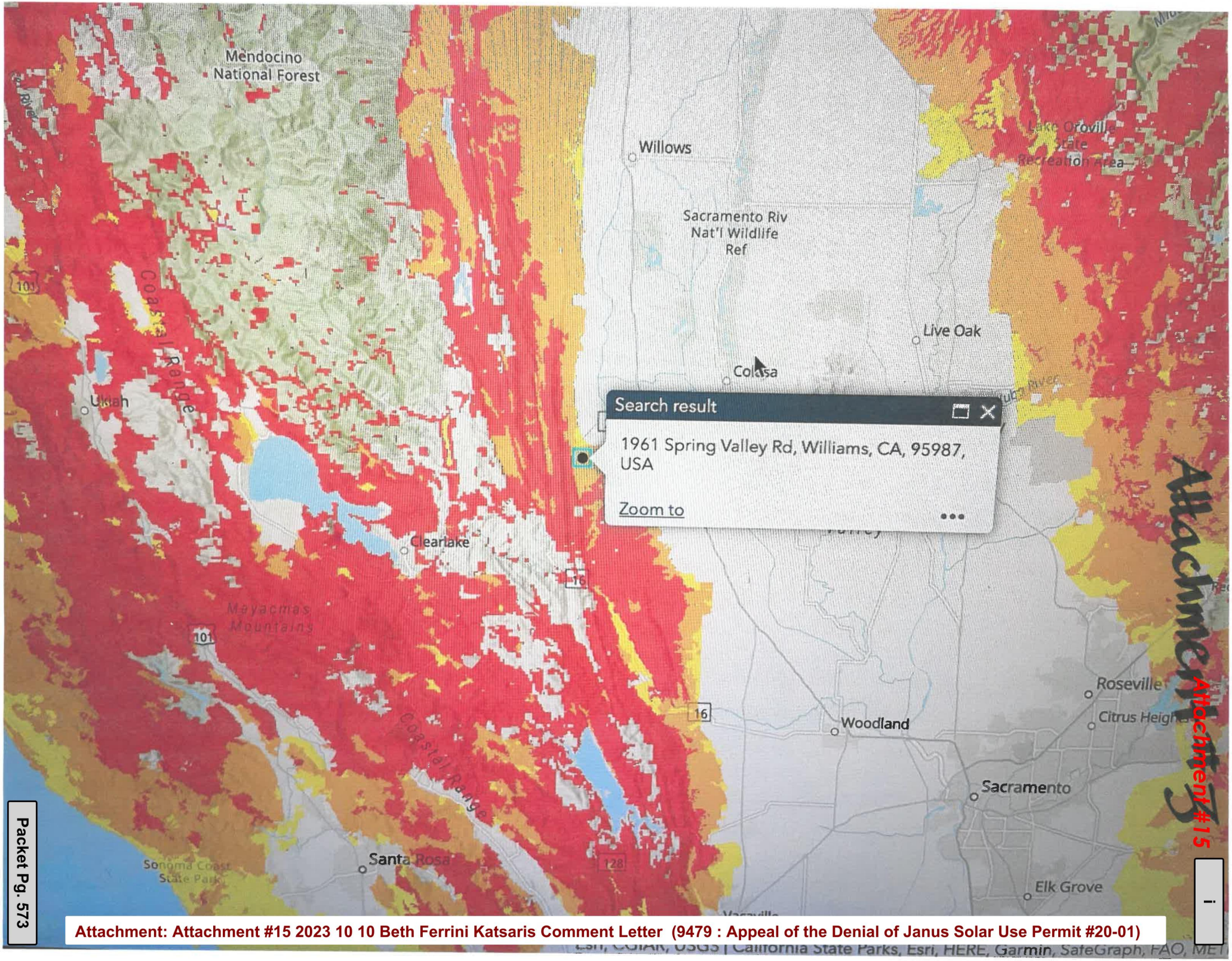
Edward S. Miller III

Signature

For: Janus Solar PV, LLC

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Page 5- Application And Project Questionaire


Mendocino National Forest
Willows
Sacramento Riv Nat'l Wildlife Ref
Live Oak
Colusa
Ukiah
Coastal Range
Search result
1961 Spring Valley Rd, Williams, CA, 95987, USA
Zoom to
Clearlake
Mayacmas Mountains
Coastal Range
Woodland
Roseville
Citrus Heights
Sacramento
Santa Rosa
Sonoma Coast State Park
Elk Grove
Vacaville
Attachment #15

Attachment #4



Spring Valley March 2023

Attachment: Attachment #15 2023 10 10 Beth Ferrini Katsaris Comment Letter (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

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DAVID R. NELSON
CHARLES T. YERXA, JR.

ROBERT D. CLARK
(1935-2004)

October 24, 2023

RECEIVED
OCT 24 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS
FOR YOUR INFORMATION

Kent S. Boes, Chairman
Gary J. Evans, Board Member
Janice Bell, Board Member
Daurice Kalfsbeek Smith, Board Member
Merced Corona, Board Member
Colusa County Board of Supervisors
547 Market Street
Colusa, CA 95932

Re: Appeal to Board of Supervisors Regarding
Janus Solar Use Permit No. 20-01

Dear Chairman Boes, Mr. Evans, Ms. Bell, Ms. Kalfsbeek Smith and Mr. Corona:

On behalf of my clients, Jean Terkildsen, Elizabeth Ferrini Katsaris and Matthew Ferrini, I write to you with regard to the appeal of the action of the Colusa County Planning Commission whereby they denied certification of the Environmental Impact Report ("EIR") and further denied the issuance of a Use Permit to Janus Solar PV, LLC.

Janus Solar proposes to construct and operate an 80 megawatt solar facility on 1,024 acres of agriculturally zoned real property which is located approximately 6.5 miles west southwest from the City of Williams. The project would place approximately 196,000 solar panels across 768 of the 1,024 acres of impacted property. The project would further include approximately 5 acres of battery storage and an approximately 4 mile 60 kilowatt generation tie line which would be above ground, on poles as high as 80' to be located within the County of Colusa's right of way on Spring Valley Road and Walnut Drive allowing for connection to the PG&E Cortina Substation.

The matter came before the Colusa County Planning Commission for hearing on August 2, 2023. Following public hearing and consideration of the Environmental Impact Report, written objections from nearby property owners and staff reports the Planning Commission voted three to zero to deny certification of the Environmental Impact Report and to deny the requested Use Permit. Two Planning Commissioners recused themselves from the Planning Commission proceedings with respect to the project.

My clients and I submitted written arguments to the Planning

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

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Commission prior to the public hearing and we further appeared and spoke at the public hearing.

In view of the fact that staff had not prepared findings and a proposed resolution for denial of the certification of the Environmental Impact Report and denial of the Use Permit, the matter came back before the Planning Commission at its meeting of September 6, 2023 for adoption of the Findings and Resolution denying certification of the Environmental Impact Report and denial of the requested Use Permit.

Preliminary Comments:

A. My clients and their family members have owned, farmed and ranched properties in the Spring Valley area of Colusa County, which are adjacent to the property which is the subject of the proposed Janus Solar Project for four generations. In contrast to the utilization of the property upon which the Janus Solar Project is proposed to be constructed, my clients caused a portion of their adjoining property to be annexed into the Westside Water District following which they converted the non-irrigated grazing ground into farm property that has, for now more than 30 years, produced almonds. Other portions of my clients' properties have been utilized for sheep grazing. As referenced above, my clients have a vested interest in protecting and preserving the agricultural nature and attributes of Spring Valley.

B. It is of utmost importance that the Board, as the decision maker, is fully advised as to the true nature of this proposed project. This project is a large scale commercial/industrial energy production project. It has absolutely no relationship to agricultural production, processing or marketing. The power produced will NOT be utilized on site, but rather will be delivered to the PG&E substation for distribution within the PG&E electric grid and beyond. The residences and businesses of Colusa County will NOT obtain any reduction in electrical costs or benefits from this project. It is a commercial/industrial facility of more than 1,000 acres to be located upon property designated under the Colusa County General Plan Land Use Designation as Agricultural and under Colusa County Zoning Designation as Foothill Agricultural (F-A) Zone.

C. We also wish to point out that the Environmental Impact Report prepared for the project was authored by the Colusa County Department of Community Development under the direction of Director, Greg Plucker. In view of the fact that the EIR was authored by Colusa County's Community Development Department, criticism or deficiencies with regard to the EIR may not receive fair and impartial treatment

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

from the author. In light of the above, we request that any staff reports, recommendations and responses from County staff be viewed with knowledge of the potential bias as the Community Development Department has supported the project from its inception and has crafted staff reports and recommendations that only contemplate certification of the EIR and the granting of the requested Use Permit.

CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT

An Environmental Impact Report is an informational document which, when its preparation is required, shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an Environmental Impact Report is to provide public agencies and the public with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project. Public Resources Code Section 21061.

An EIR must provide sufficient analysis that decision makers can intelligently consider environmental consequences when acting on proposed projects. The Janus EIR fails to provide sufficient analysis of many potential impacts of this project. To identify those inadequacies within the Janus EIR one can begin by reviewing Table EX-1 found on pages ES-4 though ES-20 on the draft EIR. My clients contend that at a minimum the following potential impacts included within Table EX-1 lack sufficient analysis.

Impact 4.1-2 Conflict with existing zoning for agricultural use, or a Williamson Act contract?

EIR Level of Significance: Less than Significant Impact with Mitigation Incorporated.

Objectors Comments: The EIR proposes that the impact of zoning and the property being under the Williamson Act can be cured by a later action to cancel the Williamson Act contract. In the California Supreme Court case of Lesher Communications v. Walnut Creek (1990) 52 Cal.3d 534, the court determined that the validity of the authority under which development is regulated may not turn on possible future action by the legislative body or electorate. The possibility that the existing Williamson Act contract might be canceled does not cure the fact that the project currently conflicts with an existing Williamson Act contract.

Impact 4.1-5: Involve other changes in the existing environment which, due to their location or nature, could result in

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: As stated above, the existing agricultural use of the subject property will be converted to a commercial/industrial use. There is therefore not sufficient analysis for the finding that that impact is less than significant.

Impact 4.3-3: In non-urbanized area, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: It is inconceivable that converting no less than 768 acres of agricultural grazing property to a commercial-industrial use by placing 196,000 solar panels will not serve to degrade the existing visual character or quality of public views. There is not sufficient analysis to support the less than significant impact as found in the EIR.

Impact 4.3-4: Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: To suggest that the placement of 196,000 solar panels may not create a new source of substantial light or glare defies reason. Furthermore, the project contemplates that the solar panels will track the sun to make certain that they remain in line with as much sunlight as possible. The analysis merely references that solar panels are typically made with non-glare materials and therefore no new source of substantial glare will occur. There is insufficient analysis to support the finding of less than significant impact.

Impact 4.7-2: Would the project result in substantial soil erosion or the loss of topsoil?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: The project description indicates that 196,000 solar panels on tracking devices will be constructed and installed upon 768 acres. The tracking stands will require excavations for each of the stands that will be a part of the tracking devices. The scope of the excavation is not specified within the EIR and as a result the extent of disturbance of soil and loss of topsoil has not been reviewed. There is insufficient analysis to support the fact that substantial soil erosion, or the loss of topsoil is less than a significant impact.

Impact 4.9-2: Would the project create a significant hazard to the public or the environment through the reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: There can be little dispute that the lithium ion batteries that will be stored in containers on the project site contain hazardous materials. The EIR references the fact that the batteries will be contained within metal containers with concrete flooring. However, the EIR is devoid of analysis of an explosion or fire and whether the containers are sufficient to contain hazardous and toxic materials from escaping the container either through leakage whether by air or by water. There is insufficient analysis to determine that there is less than a significant impact for the potential of the release of hazardous materials into the environment.

Impact 4.9-7: Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: The project contemplates creating a string of trackers carrying DC electricity that would then through the use of inverters convert the DC electricity produced by the panels in to AC electricity. The AC electricity would then be transmitted through overhead wires some four miles to the PG&E Cortina Substation. These activities would take place on lands classified as a State Responsibility Area which is adjacent to areas of high fire danger. We are all aware of the devastating wildfires in northern California, many of which were caused by defective or fallen transmission lines. While PG&E is currently spending billions of dollars to put transmission lines in high fire zones underground, this project

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proposes to create a true fire hazard with an above ground transmission line in a high fire area known for significant wind events. Have we not learned from the devastation of Paradise, Caldor and the many other fires that have devastated communities and livelihoods. The EIR does not discuss the alternative of under grounding the transmission lines. Once again, there is insufficient analysis to support the finding that the risk of injury or death involving wildland fires is less than a significant impact.

Impact 4.10-3: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on - or off-site?
iii) Crate or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
iv) Impede or redirect flood flows?

EIR Level of Significance: Less than Significant Impact/No Mitigation required.

Objectors Comments: Discussion within the EIR references that there would be minimal new impervious surfaces as a result of the project. The analysis ignores the fact that the solar panels are an impervious surface. While we do not know the dimensions of the proposed solar panels because the EIR only references that the specific panels have not yet been selected, a reasonable projection is that the panels will be between 20 and 24 square feet each. This would result in the addition of more than 4 million square feet of impervious solar panels resulting from this project. When rainwater impacts the solar panel, it will no longer fall evenly across the ground below. Rather, it will run to the low spot on the panel and then create its own channels to the natural drain off of the property. The EIR contains no discussion with regard to the potential for erosion or siltation on or off site, nor does it discuss the potential for an increase in the rate or amount of surface runoff which could result in the capacity of storm water drainage systems being exceeded. The fact that there was no discussion with respect to these hydrological issues, results in an insufficient analysis to permit the finding that potential impacts to drainage are less than significant.

Impact 4.11-2: Would the project cause significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

environmental effect?

EIR Level of Significance: No impact/No mitigation required.

Objectors Comments: The conflict with General Plan policies and zoning restrictions are applicable to both the adequacy of the EIR and the approval or denial of the Use Permit. A more in depth discussion with regard to General Plan policies and zoning regulations will be addressed in the section discussing the Use Permit as set forth below.

Suffice it to say at this point, that an EIR must discuss any inconsistencies between the proposed project and applicable general plans. 14 Cal.Code Regs. Section 15125(b).

Impact 4.17-4: Would the project result in inadequate emergency access?

EIR Level of Significance: Less then Significant Impact/No Mitigation required.

Objectors Comments: There is only one access route to the project area, that being Spring Valley Road. Spring Valley Road is not paved in the area of the project and is subject to significant erosion and flooding. As evidenced by comments of nearby property owners, oftentimes the roadway is impassable to two way traffic and at times impassable to any traffic due to significant flooding conditions. The EIR discussion only relates that existing roads provide adequate egress/ingress to the proposed project site in the event of an emergency. There is no discussion within the EIR concerning the condition of the roadway, especially during rain events. In response to the comments of Bob and Cindy Freed with regard to the flooding conditions on Spring Valley Road as well as Walnut Drive and East Camp Road the response focused on the number of vehicle trips and dust control and ignored road conditions, flooding and the impassibility during rain events. There is not sufficient evidence to support the finding that the potential of inadequate emergency access is less than a significant impact.

Impact 4.20-2: Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

EIR Level of Significance: Less than Significant Impact/No mitigation required.

Objectors Comments: Reference is made to the comment under Impact 4.9-7 above.

Impact 4.20-3: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

EIR Level of Significance: None stated.

Objectors Comments: Reference is made to the comments under Impact 4.9-7 above.

DECOMMISSIONING

The project contemplates that at the end of its 35 year term of operation that the solar arrays and battery storage systems and other components of the project will be decommissioned. While the EIR mentions decommissioning, the only condition with regard to decommissioning is that a performance bond will be required. The issue of decommissioning should be of utmost important and concern to the County of Colusa. If at the end of its operational term, or before, should the project become no longer economically feasible, the project operator may very well no longer be solvent, and it must be anticipated that the project could be abandoned. Such an abandonment leaves the County of Colusa, and its citizens, holding the bag for decommissioning. In view of these possibilities, the EIR should have fully studied and analyzed the issue of decommissioning, the cost of said decommissioning some 35 years hence, and whether securing and obtaining a bond is even feasible or possible. The EIR is devoid of any studies with respect to decommissioning and the economic requirements to decommission a project of this size and scope. The EIR merely references that at some point in the future an unknown individual or individuals will make some estimate as to decommissioning costs and a bond amount will be fixed. Leaving such a paramount issue for future determination is not favored under California law. The Board, as the decision makers, and the public are entitled to be fully advised with respect to an issue as important as decommissioning a project that will include 196,000 solar panels together with their tracking arrays and a battery storage complex of 5 acres. The failure to study, analyze and determine the best methods to ensure that the decommissioning of the project occur must be a component of this EIR. Failure to include such pertinent information renders the EIR as inadequate.

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

MITIGATION MONITORING

An additional significant omission from the EIR is the discussion of an appropriate and effective Mitigation and Monitoring and Reporting Program. The lead agency must adopt a reporting or a monitoring program that is designed to ensure compliance with the adopted mitigative measures. While the EIR contains numerous mitigation measures there is no discussion as to how those measures will be monitored to ensure compliance. The EIR should have reviewed and recommended specific means and manners for the monitoring to occur. This is particularly incumbent in our County in light of the fact that our Community Development Department, which includes the planning division, has extremely limited resources and may not have persons capable or competent of understanding and being in a position to determine whether the required mitigation is in fact being employed. Once again, the Board, as the decision makers, and the public, are entitled to be fully advised as to how the monitoring and reporting for compliance of mitigative measures will proceed, who will be responsible for reporting and what will be the consequences if there is non-compliance? The EIR fails to address this very significant issue and at times places monitoring in the hands of the contractor which is a complete abdication of mitigation monitoring.

The failure to appropriately study, review and establish appropriate parameters for an effective mitigation monitoring and reporting program renders the EIR inadequate.

REQUESTED USE PERMIT

The second matter for your determination is Janus' request for a Major Use Permit for the project. Colusa County Zoning Ordinance 44-2.80.020 with respect to the Foothill Agricultural Zone references in its zoning classifications that energy generation for off site use can be authorized with a Major Use Permit.

Colusa County Zoning Ordinance 44-1.80.030(B) provides:

"Use Permit Findings. Use permits are discretionary and shall be granted only when the review authority determines that the proposed use or activity complies with all of the following findings:

1. The proposed use is consistent with the General Plan and all applicable provisions of this title.

2. The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be

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detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use."

In proposing that a Use Permit should be issued for this project, the project proponents and the EIR rely on two general plan policies as establishing the fact that the project will comply with the County's General Plan. Those two General Plan policies are AG2-5: which states, "encourage and support the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and solar or wind farms." The second policy is LU2-11, that states: "develop accommodations for the development of large scale commercial energy production, such as solar, on agricultural parcels. Such parcels shall require the following:

A Use Permit.
An energy production overlay zone.
Detailed and rigorous site planning and development.

Such project shall only be located on agricultural parcels with marginal or poor farmland. Prime farmlands are not appropriate for this type of development."

While the proponents and language within the EIR refer to only the above two General Plan policies to establish General Plan compliance, the objectors believe that it is necessary for the Board, as the decision makers, to review and consider the entire General Plan and the numerous policies included therein that relate, or should relate, to this project. With that in mind, let us set forth what we believe to be General Plan policies that establish that the project is NOT consistent with the General Plan and therefore not entitled to the issuance of a Use Permit.

When the Colusa County General Plan was adopted, it included as its first element an element not required under state law, but of critical importance to the citizens of Colusa. That element is the Agriculture Element.

The introduction to the Agriculture Element states the following: "Farming and relating agricultural industries are not only the background of Colusa County's economy, they also play a central role in the way of life of County residents and help define the character of the County. Throughout the development of the Colusa County General Plan, County residents, stake holders, business leaders and elected officials identified the protection of agricultural lands and the expansion of agricultural opportunities as some of the most critical issues to be addressed in the General Plan.

Attachment: Attachment #16 2023 10 24 Clark and Nelson Comment Letter Janus Solar Use Permit No. 20-01 Appeal (9479 : Appeal of the Denial

The agriculture element contains goals, objectives, policies and action items geared towards the protection of agricultural lands, the expansion of agricultural operations, and the reduction of conflicts between agricultural and non-agricultural land uses."

That introductory language creates the framework under which the Board should consider the various policies contained within the various elements of the General Plan, cited below.

Let us now look at various policies of the General Plan that relate to this project and the request for a Use Permit.

Objective AG1-A: "Recognize that agricultural land is the County's greatest natural asset and take appropriate measures to restrict the conversion of agricultural lands to non-agricultural uses."

Policy AG1-8: "Protect agricultural lands from urban encroachment by limiting the extension of urban service facilities and infrastructure, particularly public water and sewer."

Policy AG1-9: "Encourage the conservation of agricultural lands using available programs that provide benefit to the County and/or farmers."

Action AG1-A: "Monitor the conversion of agricultural lands (AG, AU and AT) located outside of urban and urban reserve areas to non-agricultural uses."

Policy AG1-12: "Agricultural uses shall continue to be protected through ongoing adherence to the implementation of the County's Right to Farm Ordinance (Colusa County Code Chapter 34, Farming Practices)."

Objective AG2-A: "Expand opportunities to economic development and increased agricultural production by allowing agricultural processing facilities and uses directly supporting agriculture in all agricultural land use categories."

Policy AG2-1: "Agricultural related industrial support operations shall be permitted on agriculture lands. Such uses may include, but are not limited to, processing, assembly, distribution and warehousing of agricultural materials and commodities and alternative energy systems that provide energy for on-site uses. These uses should be permitted on agricultural lands as principal permitted uses subject to the standards of the Zoning Ordinance provided the following findings are made:

a. The use provides a needed service to the surrounding agricultural area which cannot be provided more efficiently within designated industrial or commercial uses or which requires location to a non-urban area because of unusual site requirements, operational characteristics or proximity to agricultural goods and products....

Policy AG2-4: "The exploration and extraction of oil, gas and other mineral resources may be allowed on agricultural grounds, provided the activity is conducted in a way that minimizes interference with agricultural operations and does not result in permanent loss of the agricultural viability of the land."

Policy AG2-5: "Encourage and supply the development of new agricultural related industries featuring alternative energy, utilization of agricultural waste, biofuels, and solar or wind farms."

Policy LU1-7: "The land use map may be amended from time to time to ensure that there is an adequate supply of industrial, commercial, public service, residential, and other lands to serve the County's economic needs. However, agricultural and open space lands shall not be re-designated or developed for urban or residential uses unless:

The proposed use is necessary for the economic agricultural and social well being of the County. ....

The proposed use will not conflict with existing or anticipated uses in the vicinity."

Goal LU-2: "Maintain agriculture as the paramount land use in the County and ensure land use and planning decisions support a strong agricultural economy."

Objective LU-2A: "Conserve and protect agricultural lands through a variety of strategies, including general planning, zoning, taxation, and easements."

Policy LU2-2: "Ensure that future development and land use decisions protect the integrity of agriculture and do not in any way create a hardship for the County's farmers."

Policy LU2-3: "Ensure that lands presently in agricultural uses that do not adjoin existing communities continue to be designated for agricultural uses and are protected through the County's land use regulations."

Policy LU2-5: "Require lands designated Agricultural

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General, Agricultural Transition or Agricultural Uplands to remain designated for agricultural use, including businesses or uses that directly support County agricultural activities for at least the duration of the planning period, with the exception of lands re-designated consistent with the requirements of Policy LU1-7."

Policy LU2-6: "Discourage the division of land in agricultural areas if the division is not for the purpose of farming or other agricultural activities or if the division precludes the future opportunity to farm the ground."

Policy LU2-10: "Restrict mining activities such as the extraction of oil, gas, or other materials and natural resources, to avoid or minimize to a level of non-significance, impacts and to avoid or minimize conflicts with agricultural uses and farming activities. Enforce land use compatibility provisions of the Williamson Act when such activities impact contracted lands."

Policy OSR 1-11: "To the maximum extent feasible, the significant open space resources in the County, such as the western foothills, Indian Valley, and Bear Valley should remain visually undisturbed."

Policy CON 2-4: "Allow alternative energy production infrastructure (such as solar panel arrays) that limits energy generation to the amount necessary to support on-site uses in all land use designations as a principally permitted use, provided that the project complies with the following:

a. Does not detract from the visual character from the area and are either screened or designed to blend with the other uses on the site.

b. Is sized to produce energy in amounts comparable with the amount demanded by on-site uses.

c. Does not exceed noise standards.

d. Does not create a nuisance to adjacent properties."

As can be seen from reviewing the above General Plan goals, objectives and policies, the granting of a Use Permit would not be consistent with General Plan policies. All of the General Plan policies, that reference and encourage solar production, with the exception of Policy LU2-11, have the requirement that the solar project be related to an agricultural related industry. As indicated at the outset, this project is NOT agriculturally related in any way,

shape or form. It is a commercial/industrial utility project to be constructed and operated to provide energy for PG&E's urban customers.

Furthermore, the policies cited within the Agriculture Element contemplate as provided in policy AG2-1 that the alternative energy systems shall provide energy for on-site uses. As we know, the energy that is produced from this project will NOT provide energy for any on-site use.

The proponents reliance on Policy LU2-11 is a illusory. LU2-11 requires the development of accommodations for the development of large scale commercial energy production. Such accommodations have not been developed and if they were to be developed they would need to be developed through an amendment to the General Plan with the specifics as to what those accommodations would entail. The project proponents and the authors of the EIR, who rely upon Policy LU2-11 as providing compliance with the General Plan are mistaken in their belief.

When one considers the General Plan as a whole and not merely two policies from the General Plan, it is indisputable that a finding cannot be made that this project will be in compliance with Colusa County's General Plan.

In light of the fact that the finding of compliance cannot be made, the Use Permit must be denied.

CONCLUSION

For the reasons stated herein, my clients, as second and third generation owners, farmers and ranchers of the adjoining real property, request that based upon the numerous reasons stated herein, that the Board deny certification of the Environmental Impact Report, that the Board not adopt a Mitigation Monitoring Plan and that the Board further deny the requested Use Permit.

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CLARK & NELSON
ATTORNEYS AT LAW

Your thoughtful consideration of the matters set forth herein is greatly appreciated.

Very truly yours,

CLARK & NELSON

By _____
David R. Nelson

DRN:d
cc: Colusa County Clerk of the Board of Supervisors
Colusa County Counsel
Colusa County Community Development Dept.
Garrett Colli, Perkinscoie, Attorneys at Law
Jean Terkildsen
Elizabeth Ferrini Katsaris
Matthew Ferrini

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Favero Ranch

Paul Favero
Michael Rex Favero
2233 Park Towne Circle
Sacramento, CA 95825
(916) 487 9100

RECEIVED
OCT 31 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

October 26, 2023

Gary J. Evans
Vice-Chair, District IV
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
gevans@countyofcolusa.com

Re: Appeal to Board of Supervisors – Janus Solar Use Permit #20-01 (PD-3829)

Dear Vice-Chair Evans:

I write today to ask for your objective consideration of the Janus Solar project, which will be heard on appeal at the upcoming November 7, 2023 Board of Supervisors meeting. This project will be built on our family's property, which is located south of the Spring Valley Road/Walnut Drive intersection and within your supervisorial district. I felt it important that you hear about the project from our family directly, as landowners in your district. We appreciate your careful review.

Our family has owned this property in Colusa County for over sixty years. Like other landowners in the County, we ardently believe in individual property rights, and that the government should not interfere with the ability to make economic use of one's own land within the bounds of the law. For our property, we have done exactly this. Over the past sixty years, we have improved our property and its profitability, all within the constraints of the Colusa County General Plan and Zoning Code.

Our request to convert a portion of the land to a solar project is no different. After careful consideration, including evaluating other farming or ranching alternatives, we believe that solar energy production is the best way for our family to make productive use of our land. The project will co-exist with our ongoing agricultural activities that we will continue to engage in throughout the lifetime of the project. In fact, the project site utilizes less than ten percent of our total acreage.

We understand agriculture is the key to the County's economy, and that our neighbors have farmed their land for generations. This project will not impact anyone else's farming operations. The portion of our property used for the project is not prime farmland. It has never been irrigated, and is used only for grazing. We have thoroughly reviewed alternative farming uses, including what would be needed to irrigate the land; but those options are not viable for our family. The project is the best option to continue a beneficial use of the less-productive portions of our land.

Importantly, our family will still control the property. At the end of the project, the solar panels and batteries will all be removed. After removal, our family will have the option to return the property to

Attachment: Attachment #17 10 26 Favero Ranch (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

cattle grazing or any other allowed use that makes sense for the County and our family at that time.

Our family, in partnership with the project developer, has worked closely with County staff to ensure any impacts during construction to neighboring property owners or nearby farming operations will be avoided. The developer has committed to extensive dust suppression measures, limited construction hours, structure colors that blend in with the natural landscape, and providing a single point of contact for concerns, among several other actions to reduce any potential impact to neighboring properties.

The project will also bring significant economic benefits to the County. The developer will provide an annual $300,000 Fire Services Mitigation Fee that can be used to guarantee firefighters remain on staff and ready to serve. The developer will pay this fee, which comes out to more than $10,000,000, even if there is never a single call for service to our property. The developer will also pay an annual $100,000 Public Services Mitigation Fee direct to the County for unrestricted General Fund obligations, totaling $3,500,000 over the life of the project. The project will generate sales tax projected to exceed $3,200,000, resulting in a total economic output of $15,900,000 during the approximately 11-month construction period. Once operational, the project is anticipated to generate as much as $442,713 in property taxes each year for the 35-year life of the project.

In sum, this project is in the best interest of not only our family, but of thousands of County residents. The Board's decision will also undoubtedly set a precedent for what a landowner can do within the confines of their own property, particularly when uses are compatible with the County's adopted land use policies. As one of your constituents, I would welcome the opportunity to meet with you prior to the November 7, 2023 meeting to discuss the project. Thank you for your time and consideration.

With Respect,

Michael Rex Favero, DMD

Paul Favero, DDS

MRF/sp

Dr. Paul's cell (916) 952-8662 Dr. Rex's cell (916) 698-3548

Attachment: Attachment #17 10 26 Favero Ranch (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Patricia Rodriguez

From: Lucero.Weber@rwe.com
Sent: Monday, November 6, 2023 3:56 PM
To: Ann Nordyke; Patricia Rodriguez; Melissa Kitts; Jose Merced Corona; Janice Bell; Daurice Kalfsbeek-Smith; Kent S. Boes; Gary Evans
Subject: 16 written public comments in support of Janus Solar (Permit #20-01 PD - 3829)
Attachments: Letter from Brian Nannini to BoS_20231106.pdf; Letter from John Paddock to BoS_20231106.pdf; Letter from Josiah Pino to BoS_20231106.pdf; Letter from Leah Norton to BoS_20231106.pdf; Public comment from Beverly Muir.pdf; Public comment from Colusa Resident.pdf; Public comment from Denise Conrado.pdf; Public comment from Helen A.pdf; Public comment from J Wilson.pdf; Public comment from J. Big.pdf; Public comment from Kenny Banks.pdf; Public comment from Laura Grimm.pdf; Public comment from Miguel Lomeli.pdf; Public comment from Richard Mora.pdf; Public comment from Zulena Guerdada.pdf; Public comment Philly G.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

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

Note:
Good Afternoon,

Attached you will find a letter of support for the Janus Solar Project signed by 16 community members of Colusa County to enter into the record ahead of the Board of Supervisors hearing on November 7th. These letters represent the fact that most people are unable to attend a meeting in the middle of a workday and often get underrepresented and overshadowed by the loud and privileged few.

Thank you so much.

--
Lucero Weber (she/her)
Organizer - West, Community Engagement
Mobile: 412.806.6544
Email: lucero.weber@rwe.com

RWE Renewables Americas, LLC
101 West Broadway, 11th floor
San Diego, CA 92101
americas.rwe.com

Attachment: Email Rec 11-6-23 Lucero Weber -16 Ltrs In Support Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Subject: Please Approve the Janus Solar Project Use Permit #20-01 (PD -3829)

Dear Chair Boes, Vice-Chair Evans, and Board Members Bell, Kalfsbeek Smith, and Merced Corona:

I am writing to express my strong support for establishing the Janus Solar Project within our community.

I believe that embracing the right types of development within the county will lead to a healthy, diversified economic growth while maintaining the traditional values that make residents proud to call Colusa County their home. As such, I would like to take the time to voice my support of this project and kindly request that you consider the approval of the conditional use permit for the Janus Solar Project (Permit #20-01 PD-3829)

I personally support this project for the following reasons and urge you to consider these points when making a decision.

The Janus Solar Project will increase revenue for the County.

The establishment of a solar farm will create job opportunities for local residents, from temporary construction jobs to permanent positions to operate the solar farm. Restaurants, fueling stations, hotels, RV parks, hardware stores, mechanics, civil contractors, sanitation services, gravel quarries, and many other local businesses will directly benefit from the solar farm's construction. The fiscal revenue the project will bring to the county will increase public funding for schools, roads, water/sewer, and other important public services that will benefit the county's 22,000 residents.

$300,000 annually for fire protection will help keep the entire community safe

RWE has consulted with The Williams Fire Protection Authority to ensure any fire concerns are fully addressed and has committed to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward securing our county's future.

Droughts have consistently challenged our county's agricultural productivity. Solar farms can operate independently of water resources, reducing the stress on our water supply during periods of drought. Introducing solar farms does not inherently detract from the county's identity. The land used for this project would represent less than 1% of the County's agricultural land and would only be a temporary endeavor.

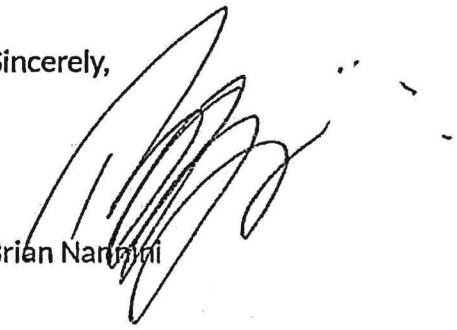
It is important to protect the rights of farmers and landowners to utilize their property how they choose.

Attachment: Email Rec 11-6-23 Lucero Weber -16 Ltrs In Support Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

I believe that individual land rights are essential to promoting innovation, sustainable development, and economic growth within our community. As stewards of their land, farmers and landowners have the right to determine the most productive and beneficial use of their property. This principle has always been a cornerstone of our community, enabling individuals to contribute to our County's economic prosperity while respecting the environment. Denying landowners the opportunity to use their land to develop this type of project infringes upon this fundamental right to manage their land as they see fit.

Please help bring this project and its benefits to our county. Thank you for your time and dedication to the well-being of Colusa County.

Sincerely,



Brian Nannini

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Denying this project means turning away $300k annually for fire protection.

RWE spent over a year consulting with The Williams Fire Protection Authority to ensure any fire concerns were addressed and has agreed to pay $300 thousand annually to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

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Please help bring this project and its benefits to our county. Thank you for your time and dedication to our county's well-being.

Sincerely,

Beverly Muir

Beverly Muir (COLUSA COUNTY RESIDENT)

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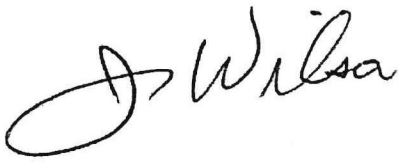

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Sincerely, Miguel Lomeli

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RWE has consulted with The Williams Fire Protection Authority to ensure any fire concerns are fully addressed and has committed to fund four new full-time positions at the fire department. We have been seeing a rise in wildfires, and these funds can help protect our entire community.

The coexistence of solar energy generation and agricultural practices can be a harmonious and progressive approach toward securing our county's future.

Droughts have consistently challenged our county's agricultural productivity. Solar farms can operate independently of water resources, reducing the stress on our water supply during periods of drought. Introducing solar farms does not inherently detract from the county's identity. The land used for this project would represent less than 1% of the County's agricultural land and would only be a temporary endeavor.

It is important to protect the rights of farmers and landowners to utilize their property how they choose.

I believe that individual land rights are essential to promoting innovation, sustainable development, and economic growth within our community. As stewards of their land, farmers and landowners have the right to determine the most productive and beneficial use of their property. This principle has always been a cornerstone of our community, enabling individuals to contribute to our County's economic prosperity while respecting the environment. Denying landowners the opportunity to use their land to develop this type of project infringes upon this fundamental right to manage their land as they see fit.

Please help bring this project and its benefits to our county. Thank you for your time and dedication to the well-being of Colusa County.

Attachment: Email Rec 11-6-23 Lucero Weber -16 Ltrs In Support Janus Solar (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

Sincerely,



John Patock

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Denise Conrado
Colusa City Council member

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Sincerely,

Kerry L. Banks

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Leah Norton

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Ann Nordyke

From: Pam DaGrossa <pam.dagrossa@gmail.com>
Sent: Monday, November 6, 2023 8:22 PM
To: Ann Nordyke
Subject: In support of Janus Solar Project Appeal
Attachments: DaGrossa Janus Appeal Letter of Support 11-6-23.docx

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Dear Board Clerk,

Attached please find my comments in support of the Janus Solar Project appeal. I will likely be unable to attend the hearing in person due to work, so I am submitting them in writing (also pasted below, just in case).

Thank you,
Pam DaGrossa
530-619-0032
757 Jay St.
Colusa, CA 95932

Colusa County Board of Supervisors
547 Market St., Suite 102
Colusa, CA 95932

November 6, 2023

Re: Appeal of Planning Commission Resolution #23-006

Dear esteemed Colusa County Board of Supervisors,

As a resident of Colusa County, and someone who values personal autonomy as well as a strong and healthy community, **I am writing in support of establishing the Janus Solar Project in Colusa County and ask that you overturn the County Planning Commission's decision to deny the conditional use permit (#20-01 PD-3829) for this project.**

My support for this project includes the following:

1. **Increased revenue for the County.** Given the recent budgetary crisis, I believe the Board has an obligation to consider all new sources of revenue. Local businesses will benefit during the construction phase of the project, projected to last 10-11 months. Taxes will be generated. RWE will pay $300,000 annually to fund four new full-time positions at the Williams Fire department. The entire Williams community will benefit from these additional positions, which ensure a greater response to all calls for fire service.

2. **Solar farms are a non-permanent alternative use of land.** This project offers a way of diversifying land use without long-term negative impacts on the land itself. While periods of intense drought limit

Attachment: Email Rec 11-6-23 Pam DaGrossa Support ltr (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

757 Jay St.
Colusa, CA 95932

Colusa County Board of Supervisors
547 Market St., Suite 102
Colusa, CA 95932

November 6, 2023

Re: Appeal of Planning Commission Resolution #23-006

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My support for this project includes the following:

1. **Increased revenue for the County.** Given the recent budgetary crisis, I believe the Board has an obligation to consider all new sources of revenue. Local businesses will benefit during the construction phase of the project, projected to last 10-11 months. Taxes will be generated. RWE will pay $300,000 annually to fund four new full-time positions at the Williams Fire department. The entire Williams community will benefit from these additional positions, which ensure a greater response to all calls for fire service.
2. **Solar farms are a non-permanent alternative use of land.** This project offers a way of diversifying land use without long-term negative impacts on the land itself. While periods of intense drought limit agricultural use, solar farms continue to produce. For a landowner, income derived from the leasing of a portion of their land for a solar farm can support their other agricultural enterprises, allowing the farmer to endure when their other agricultural endeavors are less productive.
3. **Landowners have a right to determine the best use of their land.** Farmers are stewards of their land and should be allowed to manage it in the way they deem most productive. They understand the totality of their own agricultural portfolio and how to keep it sustainable.

I have reviewed comments in opposition to the project, most of which are from members of a single family and their attorney. It does not appear to have broad public opposition. The Planning Commission based their denial on "inconsistencies with the General Plan," without publicly detailing what those were.

Installation of this project would take place on some of the least productive, least visible lands in the county and would not affect surrounding land production (AG 1-2). The solar farm does not conflict with existing uses in the vicinity (LU 1-7) and because of its impermanency, preserves the land for future farm use. Within the General Plan, the Economic Development Element recognizes the importance of diversifying the County's economy, supporting efforts to attract new industries, and encouraging development of a variety of agricultural businesses.

I encourage you to bring this innovative project to Colusa County.

Sincerely,

Pamela S. DaGrossa

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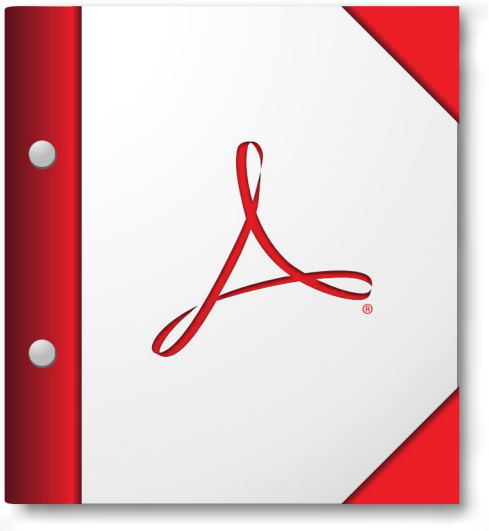

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Attachment: Email Rec 11-7-2023 Request for

Janus Solar Project

Board of Supervisors Staff Report Packet

- Board of Supervisors Staff Report for December 5, 2023
- Board of Supervisors Staff Report for November 7, 2023 (Replaced with Staff Report for December 5, 2023)
  - Board of Supervisors Resolution of Approval
  - Exhibit "A" - Environmental Impact Report (please refer to each of the 3 individual parts below)
    - Part 1: Final Environmental Impact Report
    - Part 2: Draft Environmental Impact Report
    - Part 3: Draft Environmental Impact Report Appendix
  - Exhibit "B" - Mitigation Monitoring and Reporting Program
  - Exhibit "C" - Use Permit #20-01
- Numbered Attachments
  - Attachment #1: Letters of Appeal
  - Attachment #2: September 6, 2023 Planning Commission Resolution Denying FEIR, MMRP, and Use Permit and Staff Report
  - Attachment #3: Final EIR and DEIR Amendments
  - Attachment #4: Mitigation and Monitoring Reporting Program
  - Attachment #5: Planning Commission Considered Use Permit #20-01
  - Attachment #6: Janus Solar Draft EIR
  - Attachment #7: Janus Solar Draft EIR Appendixes
  - Appendix A - Notice of Preparation
  - Appendix B - Land Evaluation and Site Assessment
  - Appendix C - Air Quality and Greenhouse Gas Report
  - Appendix D - Visual Impact Assessment
  - Appendix E1 - Habitat Characterization Report
  - Appendix E2 - Biological Survey Report
  - Appendix E3 - Burrowing Owl Report
  - Appendix E4 - Wetland Delineation Report
  - Appendix F - Paleontological Resources Technical Memorandum
  - Appendix G - Phase I Environmental Site Assessment
  - Appendix H - Water Supply Assessment
  - Appendix I - Sound Survey Analysis and Report
  - Appendix J - Traffic Analysis Technical Memorandum
  - Attachment #8.a: August 2, 2023 Planning Commission Staff Report Packet
  - Attachment #8.b: August 2, 2023 Planning Commission Audio Recording
  - Attachment #9: May 3, 2023 Planning Commission Staff Report

Attachment: Janus Solar Electronic Files (Staff Reports and Attachments) (9479 : Appeal of the Denial of Janus Solar Use Permit #20-01)

- Attachment #10: April 5, 2023 Planning Commission Staff Report
- Attachment #11: March 1, 2023 Planning Commission Staff Report
- Attachment #12: Janus Solar Fiscal Analysis
- Attachment #13: September 28, 2023 Williams Fire Authority Letter or Mitigation Acceptance
- Attachment #14: October 1, 2023 Maxwell Park and Recreation District Letter of Support
- Attachment #15: October 10, 2023 Beth Ferrini Katsaris Comment Letter
- Attachment #16: October 24, 2023 Clark and Nelson Comment Letter
- Attachment #17: October 26, 2023 Favero Ranch Supplemental Letter
- Email Rec 11-6-23 Alex Salas frm RWE Presentation Janus Solar
- Email Rec 11-6-23 Greg Plucker Presentation Janus Solar
- Email Rec 11-6-23 Lucero Weber -16 Ltrs In Support Janus Solar
- Email REc 11-6-23 Matt Ferrini Presentation Janus Solar
- Email Rec 11-6-23 Pam DaGrossa Support ltr
- Email Rec 11-6-23 Steve Karan Marsh Presentation Janus Solar
- Email Rec 11-7-23 Garrett Colli (Perkins Coie) Request for Continuance
- Janus Solar Electronic Files (Staff Reports and Attachments)

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