COUNTY OF COLUSA
BOARD OF SUPERVISORS

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

November 18, 2025 at 9:00 AM

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508/0509
FAX (530) 458-0510
https://countyofcolusaca.gov

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

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

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

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

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution

and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

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

CALL TO ORDER

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

I. STAFF REPORTS

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

CONSENT AGENDA

Approve Consent Agenda Item No. 1 through 13.

1. **BOARD OF SUPERVISORS**
   Approve the October 21,2025 and November 4, 2025 Regular Meeting Minutes.

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

3. **AG DEPARTMENT**
   Adopt a Resolution to Amend the Annual Device Registration Fees, effective November 18, 2025.

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

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

6. **CLERK-RECORDER REGISTRAR OF VOTERS**
   Adopt a Resolution Appointing Trustees to Westside Water District Pursuant to Elections Code 10515 et seq.

7. **CLERK-RECORDER REGISTRAR OF VOTERS**
   Adopt a Resolution Appointing Trustee to Reclamation District 479.

8. **BOARD OF SUPERVISORS**
   Adopt a Proclamation recognizing November 17, 2025 through November 21, 2025 as

California Clerk of the Board of Supervisors week.

9. **BEHAVIORAL HEALTH (BH)**
Approve First Modification with **Precision West Telecommunications, Inc. dba Precision West Technologies** for monthly camera monitoring services.

10. **LIBRARY**
Approve the California Library Literacy Services Grant Agreement and authorize the Library Director to sign the Fiscal Year 2025-2026 Award Agreement and the accompanying Mid-Year Report.

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

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

13. **BOARD OF SUPERVISORS**
Adopt a Proclamation honoring Cindy Newton upon her retirement from North Central Counties Consortium.

END OF CONSENT AGENDA

II. HUMAN RESOURCES

1. Approve Memorandum of Understanding (MOU) with the **Colusa County Management Coalition (CCMC),** effective October 1, 2025.

2. Adopt a Resolution approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2025.

3. Adopt a Resolution approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2025.

4. Adopt Resolution Establishing the Salary and Benefits for Elected Department Heads, effective October 1, 2025.

III. HEALTH AND HUMAN SERVICES

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

IV. PUBLIC WORKS DEPARTMENT

1. Approve contract with Wood Rodgers, Inc. for administrative support services for the Highway Bridge Program.

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Contract with Help Central, Inc. to establish and operate 2-1-1 services for Colusa County residents.

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

VI. BOARD OF SUPERVISORS

1. Adopt a Resolution requesting membership in Pioneer Community Energy and approving the Amended and Restated Joint Exercise of Powers Agreement as amended with **Pioneer Community Energy**. Further, Introduce and waive first reading by title only of an Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County of Colusa and make a finding that adoption of the resolution and ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

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

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

4. **AIR POLLUTION CONTROL DISTRICT BOARD**
   Sitting as the Colusa County Air Pollution Control District Board
   Adopt a Resolution Approving and Authorizing the Application to Administer the Carl Moyer Memorial Air Quality Standards Attainment Program, the Moyer Rural Assistance Program, and the Carl Moyer State Reserve Program.

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

IX. CLOSED SESSION/COUNTY COUNSEL

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

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

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

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

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

9:30 a.m. PUBLIC HEARINGS

1. Public Hearing and adoption of a Resolution for the Saloon Energy Storage project (#PD-25-6) adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH #2025070064); and approving Use Permit #PD-25-6.

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

2. Sitting as the Colusa County Flood Control and Water Conservation District Board
   Public Hearing and adoption of a proposed Resolution detaching Kletsel Dehe Wintun Nation land from Zone of Benefit Number 3.

ADJOURN

Colusa County

Agenda Request Form

Item ID#: 2025-130 **Agenda Date:** 11/18/2025 **Item 1**

BOARD OF SUPERVISORS

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

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

Fiscal Impact/Funding Source
None

Action for the Clerk
None

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

Attachments:
1. 10-21-25 Minutes
2. 11-04-25 Minutes

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

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

Minutes

October 21, 2025

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 21st day of October 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

Report out of October 7, 2025 Closed Session

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8). Property: 438 Leven Street, Grimes, Ca, 95950. Property owner: Pierce Joint Unified School District. Proposed Purchaser: Colusa County Negotiators: Assistant CAO and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

2. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code 54957(b). Title: County Administrative Officer Recruitment. Counsel states direction given to staff with no reportable action.

3. CLOSED SESSION: Conference with Labor Negotiator, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore, and Yareli Mora Employee Organizations: All Units. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. THREAT TO PUBLIC SERVICES OR FACILITIES
   California Government Code section 54957(a)(1). Consultation with: Benny Strickland, Information Technology Manager

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)
   Property: 6 Oak Street, Colusa, Ca
   Property owner: Unknown
   Proposed Purchaser: Colusa County
   Negotiators: Assistant CAO and County Counsel
   Under negotiation: Price and Terms of Sale

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION California Government Code section 54956.9(d)(4). Potential initiation of litigation: one matter.

4. CLOSED SESSION: PUBLIC EMPLOYMENT
   California Government Code 54957(b). Title: County Administrative Officer Recruitment.

5. CLOSED SESSION: Conference with Labor Negotiator, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore, and Yareli Mora Employee Organizations: All Units

I. STAFF REPORTS

Pursuant to Public Contract Code 22050 Mr. Esenwein gives an update on the Emergency Weir Bridge Project. He states the temporary supports were installed successfully and he is now currently working on the design for the bridge.

Ms. Fowler updates the Board on items that pertain to her department.

Ms. Allen updates the Board on items that pertain to her department.

Ms. Kelly updates the Board on items that pertain to her department.

Assistant Sheriff Bradwell updates the Board on items that pertain to the Sheriff Department.

Ms. Edwards update the Board on items that pertain to her department.

CONSENT AGENDA

Chair Smith makes time for approval of Consent Agenda Items No.'s 1 through 14.

Supervisor Boes request Item No.1 to be pulled and considered separately.

Supervisor Wilson request Item No. 13 to be pulled and considered separately.

Chair Smith so directs.

Approve Consent Item No.'s 2 through 12 and 14.

2. APPOINTMENT/HISTORICAL RECORDS COMMISSION

Appoint Elijah Rodriguez to the Historical Records Commission for the Museum Director position for an indefinite term. **(Application: Elijah Rodriguez)**

3. COUNTY ADMINISTRATIVE OFFICE

Appoint Assistant County Administrative Officer and County Counsel as real property negotiators for property located at 6 Oak Street, Colusa, CA.

4. BOARD OF SUPERVISORS/CCEA, CCMC & UNREPRESENTED GROUP

Approve December 26, 2025 as Colusa County Employees' Association (CCEA), Colusa County Management Coalition (CCMC), Department Heads and the Unrepresented Group Floating Holiday for FY 2025-2026.

5. COUNTY ADMINISTRATIVE OFFICE/COUNTY COUNSEL

Approve Memorandum of Understanding No. **C25-206** with the **State of California, Superior Court for the County of Colusa,** for the Court to reimburse the County for the cost of court appointed counsel in juvenile court dependency proceedings, effective July 1, 2025.

6. PUBLIC WORKS/ROAD DEPARTMENT/3010

Authorize the Director of Public Works to issue Encroachment Permit to the Arbuckle Revitalization Committee, closing 5th Street and all side streets from 6th to Lucas Street, in Arbuckle CA for the annual car show on October 26, 2025.

7. PURCHASING AND PROCUREMENT/DHHS

Approve Agreement No. **C25-207** with **Glenn County Health and Human Services** for Child Welfare Services/Case Management System (CWS/CMS) training, effective July 1, 2025, and authorize County Administrative Officer to sign.

8. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-208** with **Jeff Kennedy, dba Kennedy Consulting** for project management services related to the Hospital Preparedness Program, effective July 1, 2025.

9. BOARD OF SUPERVISORS/REGIONAL HOUSING AUTHORITY

Approve Amended and Restated Joint Exercise of Powers Agreement (JPA) No. **C25-209** with the **Regional Housing Authority** to add Lake County to the JPA, effective November 1, 2025.

10. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL

Adopt specifications and working details for the Request for Bids (RFB) for the Jail kitchen flooring project.

11. PURCHASING AND PROCUREMENT

Approve Purchase Order No. 27209192025 with Technique Communications for installation of Cat 6 wiring and authorize the Purchasing Agent to sign.

12. PURCHASING AND PROCUREMENT/PUBLIC WORKS - SOLID WASTE

Approve Contract No. **C25-210** 5th Modification with **Haling & Associates** for continued environmental monitoring and sampling services, effective October 21, 2025.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Re-approve C25-125 with **Butte County Department of Behavioral Health** for hospital-based psychiatric inpatient services.

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

Chair Smith makes time for Item No. 1.

BOARD OF SUPERVISORS

1. Approve the October 7, 2025 Regular Meeting Minutes.

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

Chair Smith makes time for item no. 13.

PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

13. Adopt **Resolution No. 25-052** declaring nine vehicles from Colusa County Sheriff's Department surplus county property and authorize the Purchasing Agent to dispose of same.

Comments received by Assistant Sheriff Bradwell and Ms. West.

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

III. HUMAN RESOURCES

1. Approve salary range adjustments for the classification of Senior Payroll Specialist effective October 1, 2025 as follows: Senior Payroll Specialist from CNF34 ($4,912-$8,060) to CNF36 ($5,162-$8,469) and adopt the revised Job Class Table to reflect this change.

Comments received by Ms. Rhodes.

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

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

Chair Smith makes time for a Public Hearing and adoption of the following:

A Resolution adopting a Mitigated Negative Declaration, a Mitigation Monitoring Reporting Program, a Reservation and Discount Agreement with Westervelt Ecological Services, LLC and Williamson Act Rescission (PD-25-7) for the Hamilton Bend Mitigation Bank Project, and

Reading by title only and adoption of an Ordinance Amending the County General Plan Land Use Designation and Zoning District Maps (PD-25-7) for Assessor Parcel Numbers 012-270-043 and 015-030-001.

Comments received by Ms. Fisher and Mr. Kropf.

9:39 a.m. Chair Smith opens the Public Hearing and calls for public comments. Hearing none, Chair Smith closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Adoption of the following:

Resolution No. 25-053 adopting a Mitigated Negative Declaration, a Mitigation Monitoring Reporting Program, a Reservation and Discount Agreement No **C25-211** with **Westervelt Ecological Services, LLC** and **Resolution No. 25-054** Williamson Act Rescission (PD-25-7) for the Hamilton Bend Mitigation Bank Project, and

Adopt **Ordinance No. 846** Amending the County General Plan Land Use Designation and Zoning District Maps (PD-25-7) for Assessor Parcel Numbers 012-270-043 and 015-030-001.

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

Chair Smith declares a recess at 9:39 a.m. and states that they are now sitting as the Colusa County Board of Equalization with all Directors present.

IV. ASSESSOR

1. **Sitting as the Colusa County Board of Equalization**

Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
24-09	005-270-006	$5,085,074	$2,542,537

Grocery Outlet as Lessee: Appeal 24-09, APN 005-270-006-000 for value placed on land and improvements for tax year 2023-24.

Comments received by Mr. Buckner and Mr. Kropf.

RESULT:	**PULLED**

2. **Sitting as the Colusa County Board of Equalization**

Assessment Appeal Hearing

Appeal#	APN#	Assessed Total	Applicant's Opinion
25-03	005-270-006	$5,186,775	$2,593,388

Grocery Outlet as Lessee: Appeal 25-03, APN 005-270-006-000 for value placed on land and improvements for tax year 2024-25.

RESULT:	**PULLED**

Chair Smith adjourns the Colusa County Board of Equalization at 9:41 a.m. and states that they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

V. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE

1. Ratify Equitable Sharing Agreement and Certifications with the **Department of Justice** for years:

2019	**C25-213**	2022	**C25-216**	2025	**C25-219**
2020	**C25-214**	2023	**C25-217**		
2021	**C25-215**	2024	**C25-218**		

Comments received by Assistant Sheriff Bradwell.

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

2. Approve Purchase of Contract No. **C25-220** with **Dell Marketing LP** for purchase of extended support services and warranty for IT equipment.

Comments received by Ms. West.

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

3. Approve a sole source purchase of ninety-seven (97) Spartan mattresses and pillows for the Colusa County Sheriff's Office from Bob Barker Company in the amount of $11,992.10.

Comments received by Assistant Sheriff Bradwell and Ms. West.

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

4. Approve a sole source purchase of specialized preservation and storage materials for the Colusa County Clerk-Recorder/Elections office from KoFile Systems, Inc. for $44,956.71.

Comments received by Ms. West.

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT

1. Ratify the Williams Fire Protection Authority's adopted Ordinance amending the 2025 California Fire Code and designating the Williams Fire Protection Authority's Fire Chief as the enforcing officer within the district.

Comments received by Ms. Fowler, Chief Gilbert and Ms. Allen

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

2. Ratify the Arbuckle-College City Fire Protection District's adopted Ordinance amending the 2025 California Fire Code and designating the Arbuckle-College City Fire Department's Fire Chief as the enforcing officer within the district.

Comments received by Ms. Fowler.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	Fund/Department	Vendor	Amount
092525MCCUTCHEN	Health & Human Svcs.	McCutchen Dale	$467.50
107	Public Works	Oryza Partnership	$10,139.88

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

2. Approve **Resolution No. 25-055** Transferring the Revenue & Recovery Unit from the Office of County Counsel to the Office of the Treasurer - Tax Collector.

Comments received by Ms. West.

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

3. Approve facility use license Agreement No. **C25-221** with **Tri Counties Community Action Partnership** for use of offices within the Colusa Library, effective November 1, 2025.

Comments received by Ms. West, Ms. Costello and

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

4. Ratify Purchase Agreement No. **C25-222** with **Atmax Equipment Co**. for the budgeted purchase of a Gen 4 MowerMax Boom Mower in the amount of $292,856.85.

Comments received by Mr. Esenwein.

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

VIII. BOARD OF SUPERVISORS

1. Appointment Supervisor Boes as the Member and Supervisor Bell as the Alternate of the 2025-2026 California State Association of Counties (CSAC) Board of Directors.

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

2. Presentation on the Fallen Officers memorial.

RESULT:	**CONTINUE TO DECEMBER 16, 2025**

Chair Smith declares a recess at 10:20 a.m. and states they are now sitting the Colusa County Flood Control and Water conservation District Board with all Directors present.

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

Adopt **Resolution No. 25-056** of Intent to Detach Kletsel Dehe Wintun Nation Land from Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District.

Comments received by Ms. West.

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

Chair Smith adjourns the Colusa County Flood Control and Water Conservation District Board at 10:21 a.m. and states they are now sitting as the Colusa County Board of Supervisors.

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meeting/functions attended:

- Transportation and Transit meeting
- Colusa City Council meeting
- Submitted ballot for Special Elections
- Master of Ceremonies and VIP attendee for Chad Bianco event at Rocco's
- Reported hazardous trees to PGE for disabled constituent
- Agenda Management System training
- Colusa County Law Enforcement Memorial Back the Blue fundraiser
- Franchise Agreement Ad-Hoc
- PG&E Tour of Helms Hydroelectric Storage Plant at Shaver Lake
- Candlelight vigil for Reach 5 Crew
- Supported local fundraisers
- GOP meeting
- Correspondence with Constituents regarding various concerns

Supervisor Corona

Meetings/functions attended:

- Building Blocks meeting
- CAP Board meeting
- Colusa County Law Enforcement Memorial Back the Blue fundraiser
- Worked for Pierce High School Homecoming
- Sierra Sac EMS meeting
- Met with Department Heads
- Knights of Columbus Council meeting
- Calls with Constituents regarding a cleanup of weeds on Putnam way

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting
- CSAC Child Care Working Group
- Pumpkin Plunge
- Behavioral Health Technical Assistance meeting
- Special Board meeting
- CAO retirement party
- RHA meeting
- Williams City Council meeting
- Suzie Smith Candlelight vigil

West Side Aggregate tour

Supervisor Wilson
Meeting/functions attended:
Volunteer for Pond Day at Burchfield Elementary
PGE Plant tour
CBOC meeting for Maxwell Unified
Westside Aggregate tour
Sites meeting
Met with Behavioral Health Director
Air Pollution Control District meeting
Colusa Basin Drainage meeting
Met with the Public Works and Community Development Directors

Supervisor Smith
Meetings/functions attended:
Department Head meeting
Agenda Review
Franchise Agreement Ad-Hoc meeting
Colusa County Law Enforcement Memorial Back the Blue fundraiser

Chair Smith states she wants to recognize a local business in December barring any objection from the Board. She further states everyone please wear pink for the month of October in recognition of all breast cancer survivors.

Supervisor Corona states Chief Casey is retiring officially November 1, 2025 and he should be commended.

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

Chair Smith declares a recess at 10:32 a.m. to convene in Closed Session.

XI. CLOSED SESSION
1. THREAT TO PUBLIC SERVICES OR FACILITIES
California Government Code section 54957(a)(1). Consultation with: Benny Strickland, Information Technology Manager

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8). Property: 6 Oak Street, Colusa, Ca. Property owner: Unknown. Proposed Purchaser: Colusa County. Negotiators: Assistant CAO and County Counsel. Under negotiation: Price and Terms of Sale

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
California Government Code section 54956.9(d)(4). Potential initiation of litigation: one matter.

5. CLOSED SESSION: Conference with Labor Negotiator, California. Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore, and Yareli Mora Employee Organizations: All Units.

Chair Smith declares a recess at 12:06 p.m. and reconvenes in Closed Session at 1:00 p.m.

4. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer Recruitment.

Chair Smith adjourned the meeting at 2:56 p.m. to reconvene in Regular Session on November 4, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

Attest: Marcos A. Kropf, Interim
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

COUNTY OF COLUSA BOARD OF SUPERVISORS MINUTES

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508/0509
FAX (530) 458-0510
https://countyofcolusaca.gov

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

November 4, 2025 at 9:00 AM

CALL TO ORDER

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

None.

- Report out of October 21, 2025, Closed Session

1. THREAT TO PUBLIC SERVICES OR FACILITIES. California Government Code section 54957(a)(1). Consultation with: Benny Strickland, Information Technology Manager. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8). Property: 6 Oak Street, Colusa, Ca. Property owner: Unknown Proposed Purchaser: Colusa County. Negotiators: Assistant CAO and County Counsel. Under negotiation: Price and Terms of Sale. Counsel states direction given to staff with no reportable action.

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. California Government Code section 54956.9(d)(4). Potential initiation of litigation: one matter. Counsel states direction given to staff with no reportable action.

4. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code 54957(b). Title: County Administrative Officer Recruitment. Counsel states direction given to staff with no reportable action.

5. CLOSED SESSION: Conference with Labor Negotiator, California Government Code 54957.6 Agency Negotiator: Dar Rhodes, Kaline Moore, and Yareli Mora Employee Organizations: All Units

- Announcement of Closed Session

Counsel announces Closed Session as follows:

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

2. CLOSED SESSION: PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE

California Government Code 54957(b).

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)
Property: 90 King Air Drive, Colusa, Ca and 284 Piper Lane, Colusa, Ca.
Property owner: Colusa Estates, LLC.
Proposed Purchaser: Colusa County
Negotiators: Assistant CAO and County Counsel
Under negotiation: Price and Terms of Sale.

4. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: Interim County Administrative Officer.

I. STAFF REPORTS

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

Mr. Esenwein updates the Board on items that pertain to his department.

Ms. Edwards updates the Board on items that pertain to her department.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 10.

Chair Smith makes time for approval of Consent Agenda Items No.'s 1 through 10.

Ms. Nordyke requests Item No. 1 to be pulled.

Supervisor Boes requests Item No. 7 to be pulled and considered separately.

Chair Smith so directs.

Approve Consent Items No.'s 2 through 6 and 8 through 10.

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

2. **HEALTH AND HUMAN SERVICES**
Approve funding application with the California Department of Public Health (CDPH) effective July 1, 2025, and authorize the Department of Health and Human Services staff to sign related documents.

3. **TREASURER/TAX COLLECTOR**
Accept September 2025 Treasury Monthly Investment Report as presented.

4. **DISTRICT ATTORNEY**
Authorize the District Attorney to annually apply for the Victim Witness Assistance Program Grant Subaward through the California Governor's Office of Emergency Services and further authorize the District Attorney to execute any resulting grant subaward and related agreements subject to prior approval by the Board of Supervisors.

5. **CLERK-RECORDER REGISTRAR OF VOTERS**
Adopt **Resolution No. 25-057** Appointing Nominees to the office of their respective Districts in lieu of election pursuant to Water Code 50742 and Election Code 10515(b).

6. **CLERK-RECORDER REGISTRAR OF VOTERS**
Adopt **Resolution No. 25-058** Appointing Directors to Districts in lieu of Election pursuant to Election Code 10515 et seq.

8. **DISTRICT ATTORNEY**
Approve Proposal No. **C25-223** with **Advanced Document Concepts** for maintenance services and Lease Agreement No **C25-224** with **US Bank Equipment Finance** for copier/printer lease for the District Attorney and authorize the Purchasing Agent to sign.

9. Approve Contract No. **C25-225** with **Woida Enterprises Inc., dba Arrow Fencing** for the Sheriff's Office Fencing Project.

10. **COUNTY ADMINISTRATIVE OFFICE**
Appoint Assistant County Administrative Officer and County Counsel as real property negotiators for property located at 90 King Air Drive, Colusa, CA, 284 Piper Lane, Colusa, CA and

END OF CONSENT AGENDA

Chair Smith makes time for Consent Item No. 1

1. **ADMIN**
Approve the October 21, 2025 Regular Minutes

CONTINUED TO NOVEMBER 18, 2025

Chair Smith makes time for Consent Item No. 7

7. **DISTRICT ATTORNEY**
Approve Contract No. **C25-226** 2nd Modification with the **Colusa County Office of Education (CCOE)** for participation in the School Attendance Review Board (SARB) program, effective August 1, 2025.

Comments received by Mr. West.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisors Boes
SECONDER:	Supervisor Wilson
AYES:	Supervisors Corona, Smith, Boes, Wilson, Bell

NAYS:	None
ABSENT:	None

3. Annual update regarding Williams Settlement Site Visit

Comments received by Mr. West.

9:43 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing and adoption of a resolution approving the Maxwell Community Plan and finding the project is exempt from the California Environmental Quality Act (CEQA).

Comments received by Ms. Fowler and Mr. Ritchie.

9:50 a.m. Chair Smith opens the Public Hearing and calls for public comments.

Comments from Mr. Jacqubowsky

9:52 a.m. Chair Smith calls for additional public comments. Hearing none, Chair Smith closes the Public Hearing.

1. Adopt **Resolution No. 25-059** approving the Maxwell Community Plan and finding the project is exempt from the California Environmental Quality Act (CEQA).

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

9:55 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Smith makes time for a Public Hearing and adoption of an Ordinance, read by title only, approving a Development Agreement with the Sites Project Authority for the development and operation of the Sites Reservoir Project.

Comments received by Ms. Fowler.

10:03 a.m. Chair Smith opens the Public Hearing and calls for public comment. Hearing none, Chair Smith closes the Public Hearing.

Comments received by Mr. Kropf and Mr. Fowler.

2. Adopt **Ordinance No. 847**, read by title only, approving Development Agreement No. **C25-227** with the Sites Project Authority for the development and operation of the Sites Reservoir Project.

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

II. HUMAN RESOURCES

1. Approve Memorandums of Understandings (MOU's) with the Colusa County Employees Associations (CCEA); Contract No. **C25-228 Miscellaneous,** Contract No. **C25-229 Confidential** and Contract No. **C25-230 Professional-Administrative Units,** effective October 1, 2025.

   Comments received by Ms. Rhodes.

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

III. BEHAVIORAL HEALTH

1. **BEHAVIORAL HEALTH (BH)**
   Approve Agreement No. **C25-231** with **Evolve Growth Initiatives, LLC, dba Evolve Treatment Centers** for residential treatment services for teens, effective September 1, 2025.

   Comments received by Mr. Hobson.

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

IV. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY25-26 Revenue and Appropriations Inter-Budget Adjustment No.'s IB-005–IB-006 as corrected. **(4/5th vote required)**

   Comments received by Ms. Moore.

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

ABSENT:	None

V. BOARD OF SUPERIVORS

1. Provide direction for the upcoming NACo Rural Energy Academy Peer Exchange in Gilliam, Sherman, and Wasco Counties, Oregon from December 1-3, 2025 and authorize out-of-state travel for selected attendee.

Comments received by Supervisor Boes and Ms. West.

It was the consensus of the Board to have Ms. Fowler attend the conference and for staff to write a letter of support.

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

Chair Smith declares a recess at 10:25 a.m. and reconvenes in Regular Session at 10:30 a.m. She states they are now sitting as the Air Pollution Control District with all Directors present.

2. **BOARD OF SUPERVISORS**
Sitting as the Air Pollution Control District
Discuss and approve MOU No. **C25-232** between Colusa County Air Pollution Control District and **Glenn County Air Pollution Control District** for the administration of the Off-Site Mitigation Program and authorize the Air Pollution Control Officer to sign.

Comments received by Ms. Allen, Mr. Kropf, Ms. Fowler, and Mr. Evans.

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

Chair Smith adjourns the Air Pollution Control District at 11:42 a.m. and states that they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes
Meeting/functions attended:
- Transportation and Transit meeting
- Puptober Fest
- Colusa County Fairground Trunk or Treat
- Transportation and Transit Special meeting
- Northview Senior Apartments ribbon cutting
- Tax Share Ad-Hoc

CSAC Child Care Working Group meetings
APUD meeting
Chief Cox Retirement

Supervisor Wilson
Meetings/functions attended:
Sites Ad-Hoc meeting
Sites Reservoir meeting
Met with Jerry Brown
Met with Behavior Health Director
Met with Ag Director regarding Air Pollution
East Park Ad-Hoc meeting
Burchfield Elementary Halloween Costume Parade
Met with Chief Gilbert
Maxwell Catholic Bazaar
IRWM meeting
Meeting with Independent firm regarding studying the impact to MUSD

Supervisors Bell
Meeting/function attended:
Transportation and Transit meeting
Transportation and Transit Special meeting
Colusa Fair Board meeting
RCRC Sites Reservoir Tour
Sponsor for Colusa County Fair Foundation Golf Tournament
Chamber of Commerce/Fairground Trunk or Treat
Colusa County IT Cybersecurity meeting
Staffed shifts in two both for Arbuckle Care Show
Emergency Medical Ground Transportation Advisory Committee meeting
Met with Chief Winters regarding 2024-2025 Annual Report
Probation's Annual Fall Festival
Colusa Groundwater Authority meeting
Northview Senior Apartment Ribbon cutting ceremony
Fun Committee Pancake Breakfast
Burchfield Elementary Halloween Costume Parade
Chief Cox's Retirement Event
Princeton Harvest Dinner
NSV IRWM meeting
City of Colusa Workshop
Supported local fundraisers
Correspondence with constituents regarding various concerns

Supervisor Corona
Meetings/functions attended:
Maxwell Catholic Bazaar
Chief Cox Retirement Event
Tri-Counties Juvenile Rehabilitation Facility JPA
Met with Public Works Director
Worked at Pierce High School football game
APUD meeting
Tax Share Ad-Hoc meeting

Northview Senior Apartment Ribbon cutting ceremony
Worked Arbuckle Car Show for fundraising
First 5 Commission meeting
Knights of Columbus meeting
CCRCD Board meeting
Constituents calls regarding street food vendors and railroad crossing

Supervisor Smith
Meeting/functions attended:
RCRC Sites Tour
Glenn County meeting with regarding Sites MOU
Sites meeting
Transportation and Transit meeting
Transportation and Transit Special meeting
Chief Cox Retirement Event
Grimes Ladies Aid Dinner
Chamber of Commerce/Fairground Trunk or Treat
Met with Chief Winters regarding Grimes Annual Report
Met with Department of Health and Human Services Director regarding food insecurities
Colusa Indian Community Council meeting
Ease Park Ad-hoc meeting

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

None.

RECESS

Chair Smith declares a recess at 11:55 a.m. to convene in Closed Session.

VIII. CLOSED SESSION/COUNTY COUNSEL

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

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

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)
   Property: 90 King Air Drive, Colusa, Ca and 284 Piper Lane, Colusa, Ca.
   Property owner: Colusa Estates, LLC.
   Proposed Purchaser: Colusa County
   Negotiators: Assistant CAO and County Counsel
   Under negotiation: Price and Terms of Sale

4. EMPLOYEE PERFORMANCE EVALUATION
   California Government Code section 54957(b). Title: Interim County Administrative Officer.

ADJOURN

Chair Smith adjourned the meeting at 1:19 p.m. to reconvene in Regular Session on November 4, 2025, at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2025-55 **Agenda Date:** 11/18/2025 **Item 2**

HUMAN RESOURCES

Approve Revised Colusa County Section 125 Cafeteria Plan.

Detailed Description/Background of Request
On April 1, 1989, the County of Colusa adopted a cafeteria benefit plan pursuant to 26 U.S.C. Section 125. The plan has been amended periodically to reflect changes in law and administrative updates.

As part of the One Big Beautiful Bill (OBBB) Act, the annual contribution limit for the Dependent Care Flexible Spending Account (FSA) will increase beginning in 2026. The plan has been updated accordingly to reflect the new maximum contribution limit of $7,500 (or $3,750 if the Participant is married and files separately).

In addition, the Carry-over Provision for the Health Care FSA has been revised to reference the maximum carry-over amount permitted by the Internal Revenue Service (IRS), replacing the fixed limit. This ensures the plan remains compliant with current and future IRS regulations.

Lastly, Appendix B has been updated to list MidAmerica as the third-party administrator for both the Health Care and Dependent Care FSA programs.

There are two versions of the Plan attached for review; clean and redline.

Fiscal Impact/Funding Source
None

Action for the Clerk
Obtained necessary direction to adopt the revised plan.

Prior Board Action

Attachments:
1. Colusa County Section 125 Cafeteria Plan revised 11.04.25 Redline
2. Colusa County Section 125 Cafeteria Plan revised 11.04.25 Final



Colusa County Section 125 Cafeteria Plan

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Introduction

This document describes Colusa County's cafeteria benefit plan (Plan) under 26 U.S.C. § 125. This Plan allows Eligible Employees a choice among two or more benefits consisting of cash and qualified benefits.

The current version of the Plan, as reflected in this document, is effective January 1, 2026~~October 1, 2020~~. Colusa County first adopted the Plan on April 1, 1989. It was subsequently amended on June 26, 1990, July 27, 1993, November 30, 1993, October 21, 2014, ~~and~~ January 1, 2016, and October 1, 2020.

The Plan is not subject to the Employee Retirement Income Security Act ("ERISA") because it is provided by Colusa County, a political subdivision of the State of California.

Chapter 1
Definitions

The following words and phrases have the following meanings:

Annual Open Enrollment Election Period means the annual time period, determined by the Plan Administrator, during which Eligible Employees may make Salary Reduction Elections and benefit allocations for the following Plan Year. The Annual Open Enrollment Election Period for the Plan will be before the coverage period, for new or revised elections, become effective.

Benefit Program means any of the optional benefit choices available to a Participant offered through this Plan.

Benefit Program Premium means the Participant's cost for the Benefits provided through this Plan.

Benefit Program Material means the most current provisions describing the Benefit Programs offered through this Plan.

Benefit Program Rules means those rules, policies and provisions applicable to this Plan, contained in various materials including but not limited to the Colusa County Code, County policies, and the Memorandum of Understandings and agreements between employee organizations and the County of Colusa and Benefit Program Materials.

Compensation means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Reduction agreement authorized in this Plan; provided, however, Compensation shall not include cash remuneration received before the Participant began participation in the Plan.

Contributions mean the contributions taken from the Participant's salary on a before-tax basis, pursuant to a Salary Reduction Election.

Dependent means an individual as defined in Section 2.2.

Domestic Partner means a partner as further defined in Section 2.2.

Earned Income means income defined pursuant to 26 U.S.C. § 32(c)(2), but excluding amounts paid or incurred by the Employer for dependent care assistance to Participant.

Eligible Employee means an employee of the County of Colusa or a participating employer who has satisfied the eligibility requirements described in Section 2.1.

Employer means the employer of the Participant.

Employment-Related Defendant Care Expenses means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses pursuant to 26 U.S.C. § 21(b)(2).

Experience Gain means the excess of required premiums paid and income (if any) over the total claims reimbursements and reasonable administrative costs for the Plan Year.

Medical Expense means any expense for medical care of the Participant, their Spouse, or Dependent as defined in 26 U.S.C. §213(d).

Non-elective Contribution(s) means any amount the Employer, in its discretion, may contribute on behalf of each Participant for benefits under this Plan. The contribution amount that may be applied toward the cost of a Plan benefit may be adjusted upward or downward at the Employer's discretion. The amount shall be calculated for each Plan Year and may be based upon the Participant's dependent status, the employment commencement or termination date during the Plan Year, and such other factors as the Employer shall prescribe. Non-elective Contributions may be made available to Participants for allocation among benefits offered through this Plan, to the extent provided for in the Benefit Program Rules.

Participant means an Eligible Employee who participates in the Plan pursuant to Chapters 2 and 3.

Participating Employer means a public entity authorized by the County of Colusa to participate in this Plan. Participating Employers authorized to participate in this Plan are listed in Appendix A, which may be amended by resolution of the Board of Supervisors, and without formal modification to the Plan.

Period of Coverage means the Plan Year, unless otherwise provided in this document.

Plan means the County of Colusa Section 125 Cafeteria Plan, as it may be amended from time to time.

Plan Administrator means the County of Colusa. The Plan Administrator may delegate plan administration duties or responsibilities pursuant to Chapter 7.

Plan Year means the twelve (12) month period beginning on each January 1 and ending on

December 31.

Premium Expenses or Premiums mean the Participant's cost or share of the costs for the insured Benefits described in Chapter 6.

Qualifying Status Change Event means a change in an Eligible Employee's status as described in Section 4.5.

Salary Reduction means a specified amount by which a Participant's Compensation is decreased, pursuant to a Salary Reduction Election.

Salary Reduction Election means an Eligible Employee's authorization to reduce their pay by an amount on a before-tax basis for selected Plan benefits.

Spouse means the legally married partner of a Participant. The determination as to the marital status of a Participant shall be made as of the close of the Plan Year.

Chapter 2
Eligibility

2.1 Employee Eligibility to Participate in the Plan

Employee eligibility to participate in the Plan is determined by the provisions of the Colusa County Personnel Code and the various Memoranda of Understanding's (MOU's) between Employee Units and the County, and any applicable Resolutions by the County Board of Supervisors.

Employees are eligible to participate in the Plan if they are employed in a regular position with the County of Colusa or a Participating Employer. Employees shall be eligible to participate in the Plan immediately upon employment.

A former Participant, who terminates employment with the Employer and then returns to employment with the Employer as a Participant within 30 days following their termination of employment, shall be reinstated in their elections under the Plan prior to the termination.

Notwithstanding the foregoing, eligibility criteria determinations will be made by the Participating Employer. Each Participating Employer shall determine which Benefit Programs are available for its employees.

2.2 Employee Dependents Eligible for Plan Benefit Coverage

The following Dependents are eligible for benefit coverage under the Plan:

1. The Spouse of a Participant;

2. The Domestic Partner of a Participant;

3. The Participant's natural child, stepchild, adopted child (including child placed for adoption), foster child and the natural or adopted child of a member's enrolled domestic partner through the month in which the child reaches their 26th birthday. (E.g. if a child turned 26 on 10/14/2014, their last day of coverage is 10/31/2014.)

Chapter 3
Plan Participation

3.1 Effective Date of Participation

The effective date of participation, or change in election as applicable, shall only be effective if the Eligible Employee completes the enrollment procedure, or change in election as applicable, in accordance with the timeframe and manner prescribed by the Plan Administrator to elect to participate (or change an election).

Notwithstanding the foregoing participation or a change in election as applicable, shall be effective following the birth, adoption, or placement for adoption or foster care of a child with an Eligible Employee, provided that all applicable conditions of the special enrollment rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") are satisfied and an election form is submitted in accordance with the timeframe and manner prescribed by the Plan Administrator to elect to participate in the Plan.

3.2 Election to Participate

Participation in this Plan by an Eligible Employee shall be contingent upon the Eligible Employee's election to receive a benefit under this Plan, and receipt by the Plan Administrator of such applications, consents, proofs of birth or marriage, elections, beneficiary designations, proof of reimbursable expenses and other documents and information as required by this Plan, and the Plan Administrator.

The election made shall be irrevocable until the end of the applicable Plan Year, unless the Participant is entitled to change their election(s) pursuant to a Qualifying Status Change Event.

The election must include an election to be covered by a Benefit Program that results in a Salary Reduction. Each Participant will be deemed to have made a written Salary Reduction Election to have their annual Compensation reduced, but not below zero, by the amount of the Benefit Program Premium the Participant is required to pay.

An Eligible Employee shall also be required to execute a Salary Reduction Election during the Annual Open Enrollment Election Period for the Plan Year during which he or she wishes to participate in the Plan.

Any such Salary Reduction Election shall be effective for the first pay period beginning on or after the Eligible Employee's effective date of participation pursuant to Section 3.1.

Participants who do not have sufficient salary to enter into a Salary Reduction Agreement shall make applicable after-tax premium payments directly to the Plan Administrator within the designated time period.

3.3 Authorized Leaves of Absence

A Participant who goes on a leave of absence, authorized by the Employer, including authorized unpaid leave, may continue to receive group health coverage as long as the Participant contributes the applicable premium payments or flexible spending account contributions within the designated time period.

Contributions for the period covered by the leave of absence may be paid for in accordance with the terms as set forth in the Employer's written materials distributed to Participants, and consistent with applicable law.

Upon return from an authorized leave of absence during which the required contributions under the Plan by a Participant are not made, the Participant's reinstatement shall be determined in accordance with the rules set forth in Section 3.5.

3.4 Cancellation and Suspension of Participation

A Participant who goes on an authorized leave of absence from the Employer during the Plan Year may choose to cancel or suspend group health coverage effective upon commencement of the leave of absence. Participation in the Dependent Care Flexible Spending Account (Dependent Care FSA) will be automatically suspended upon the commencement of a leave of absence.

During periods of cancelled or suspended participation, no contributions shall be made and no benefits shall be provided under the Plan, except as otherwise explicitly stated in the Benefit Program Rules or as required by COBRA.

A Participant who returns to an Employer's service during the same Plan Year that they took an unpaid authorized leave of absence shall be eligible to be reinstated in the Benefit Programs in effect when their participation was suspended. However, a suspended Participant's participation in the Plan shall terminate if, after return to employment following the end of a leave of absence, the Participant does not resume coverage in accordance with Benefit Program Rules

With respect to the Health Care Flexible Spending Account (Health Care FSA) and the Dependent Care FSA, a Participant who suspended participation in the Health Care FSA or the Dependent Care FSA during their leave of absence may elect to increase their required contributions for the remainder of the Plan Year by the amount of the contributions the Participant failed to make during the leave of absence. The amount of the increase shall be spread ratably over the remaining pay periods in the Plan Year. If such an election is made, the maximum reimbursement under the Health Care FSA or the Dependent Care FSA shall be the same amount with respect to expenses incurred both before and after the leave of absence. In the absence of such an election, the Participant, upon returning from leave, shall resume their required contributions for the remainder of the Plan Year at the same level being made prior to the leave of absence, and the maximum

reimbursement for expenses incurred after the leave of absence shall be reduced by the amount of the required contributions the Participant failed to make during the leave of absence. Regardless of what election is made, if coverage is suspended during the leave of absence, no expenses incurred during the leave will be reimbursed under the Plan.

3.5 Termination and Reinstatement of Participation

Except as otherwise provided in a Benefit Program, in the event an Eligible Employee who has made an election under the Plan ceases to be an Eligible Employee, takes an unauthorized leave of absence, or ceases to have enough Compensation to cover their salary reduction under the Plan, and does not make applicable premium payments to the Plan Administrator within the designated time period, such person's election and coverage under the Plan shall terminate.

If the Employee becomes eligible to participate: (i) within 30 days of the date on which his participation was terminated; and (ii) within the same Plan Year, their active participation in the Plan shall be reinstated and the most recent election shall remain in effect, except as otherwise permitted pursuant to Section 3.4.

Except for the Health Care FSA and the Dependent Care FSA, participation in the Plan shall terminate as of the earlier of:

1. The date of termination of the Plan, unless otherwise communicated to Participants; or

2. The last day of the coverage period in which the Eligible Employee ceases to be a Participant in all Benefit Programs; or

3. The date on which the Participant stops making any required contributions (except where otherwise allowed by the Plan).

3.6 Termination of Employment

If a Participant terminates employment with an Employer for any reason other than death, their participation in the Plan shall cease as of the last day of the pay period in which such termination occurs, subject to the Participant's right to continue coverage under any insurance contracts for which the Premiums have already been paid. However, such Participant may submit claims for expenses incurred prior to termination for the remainder of the Plan Year in which such termination occurs.

3.7 Death

If a Participant dies, their participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the portion of the Plan Year preceding his date of death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may designate one of a Participant's Dependents or a representative of his or her estate.

Chapter 4
Elections

4.1 In General

The Plan Administrator shall establish procedures and deadlines for filing Salary Reduction Elections.

4.2 Salary Reduction Election

Each Eligible Employee who wishes to participate in the Plan shall timely file a Salary Reduction Election with the Employer. The election shall provide that the Participant's Compensation in each payroll period shall be reduced by a specific amount; provided, however, that the amount shall not exceed the lesser of the limits set forth in such individual's elected Benefits, or the Participant's Compensation for that payroll period. Except as provided in Section 4.5, a Participant's Salary Reduction Election shall be irrevocable for a Plan Year.

4.3 Default Elections

Unless provided otherwise by Employer, if a Participant does not make a new election with respect to the Benefit Programs during an Annual Enrollment Period, the Participant's coverage under the Benefit Programs and Salary Reduction Election will remain the same.

4.4 Qualifying Status Change Events

A Participant's Salary Reduction Election for any Plan Year may not be changed after the first payroll period to which it applies except for a Qualifying Status Change Event as permitted by applicable law, including but not limited to 26 C.F.R. § 1.125-4.

The Eligible Employee must provide the Plan Administrator with timely written documentation that a Qualifying Status Change Event has occurred.

4.5 Change of Election

In the event of a Qualifying Status Change Event, an Eligible Employee may revoke or change their election in accordance with the time-frame and the manner in the Benefit Program Rules as of the date such Qualifying Status Change Event occurs.

An election revocation or change must be due to, and consistent with, the Qualifying Status Change Event to the extent required by applicable law and this Plan. The Plan Administrator, shall determine whether or not a requested election revocation or change is so due to, and consistent with, the Qualifying Status Change Event.

Chapter 5

Plan Recordkeeping

For bookkeeping purposes only, the Plan Administrator will maintain an account for each Participant. This account will be divided into sub-accounts which will be credited with the amount of Salary Reduction or non-elective contribution specified by such Participant for each Benefit Program.

Chapter 6
Benefits

Each Participant may elect to participate in one or more of the Benefit Programs that may be authorized by the Employer, and provided for by this Plan. Changes to the Benefit Programs may be made without formal amendment to this Plan.

Chapter 7
Plan Administration

7.1 Plan Administrator

The Plan Administrator has discretionary authority to control and manage the operation and administration of the Plan, to correct errors, and to interpret Plan provisions including, but not limited to, determinations regarding eligibility and benefits.

The Plan Administrator may delegate duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Plan Administrator expressly provides to the contrary, such delegation will carry with it the Plan Administrator's full discretionary authority to accomplish the delegation.

All decisions and interpretations of the Plan Administrator shall be conclusive and binding upon all persons, and shall be given the greatest deference permitted by law. Benefits under the Plan will be paid only if the Plan Administrator decides in its sole discretion that a Participant is entitled to such benefits, or that an Employee is an Eligible Employee.

7.2 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an insurance contract, including a rider of a particular insurer whose product is then being used in conjunction with this Plan, the terms of the insurance contract including the rider shall control as to those Participants receiving coverage under such insurance contract. For this purpose, the insurance contract, including the rider, shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to, and the circumstances under which insurance terminates.

7.3 Benefits of Un-located Persons

If a payment is due under the Plan, and if notice of such payment due is mailed to the last

known address of such person, as shown on the Plan records, and within six (6) months after such mailing such person has not made written claim therefore, the Plan Administrator shall, unless otherwise provided in the Benefit Program Materials, direct that such payment and all remaining contributions otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefore.

7.4 Experience Gains

If either the Health Care FSA or Dependent Care FSA have an Experience Gain with respect to a Plan Year, such Experience Gain may be used to pay expenses of the respective FSA, or other Plan expenses as otherwise determined by the Plan Administrator, consistent with applicable laws and regulations.

In no event shall Experience Gains be allocated among Participants based, directly or indirectly, on the level of their Health Care FSA or Dependent Care FSA reimbursement amounts.

7.5 Priority of Contributions

The non-elective contributions from the Employer shall go first to the group medical insurance benefit premiums.

If after the group medical insurance benefit premiums are paid, and there are any funds remaining from the non-elective contributions, the employee may direct the remaining non-elective contribution funds be applied to the employee's portion of the premium for the County sponsored dental insurance, or to premiums for the pre-tax supplemental benefits provided for in Appendix B of this Plan. No portion of the non-elective contributions may be taken as cash.

Chapter 8
Claims

8.1 Claims Procedures

The claims procedure in the Benefit Program Rules shall govern eligibility claims for Benefit Programs under this Plan.

Any claim for benefits provided under an insurance contract issued by the insurer shall be made to the insurer. If the insurer denies any claim, the Participant or beneficiary shall follow the insurer's claims review procedure.

Any other claim for Benefits shall be made in a manner determined by the Plan Administrator.

Participants may, subject to a procedure established by the Administrator and subject to the Benefit Program rules, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Benefit Program Provider for payment of medical care and/or Employment-Related Dependent Care Expenses.

Chapter 9

Miscellaneous

9.1 Notice

Any notice to be delivered under this Plan shall be given in writing and delivered, personally, by facsimile, or by certified mail, postage prepaid, addressed to the Plan Administrator, the Participant, or any beneficiaries, as the case may be, at their last known address and shall be deemed received two days after transmission, no matter the form of delivery. Nothing herein shall prevent the use of electronic or such other forms of notification as the Plan Administrator may choose to employ.

Notice to the Plan Administrator:
Colusa County Human Resources Director
250 5th Street
Colusa, CA 95932
Telephone 530-458-0420
Facsimile 530-458-0425

9.2 Erroneous Payments

The Plan Administrator shall have the right to reduce future payments to or on behalf of any individual to whom a payment or any other benefit is erroneously made. Additionally, the Plan Administrator shall have the right to bring an action against the individual or recipient to recover any such erroneous payments or benefits. These remedies are not exclusive and may be used in addition to any other remedies available under the law or equity.

9.3 Additional Taxes or Penalties

If there are any taxes or penalties payable by the Employer on behalf of any Participant, such taxes or penalties shall be payable by the Participant to the Employer to the extent such taxes would have been originally payable by the Participant had this Plan not been in existence.

9.4 Indemnification of Employer by Participants

If a Participant receives one or more reimbursements under their Dependent Care FSA that are not for Dependent Care Expenses, or under their Health Care FSA that are not for Qualifying Medical Expenses, the Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal, state, or local income tax or Social Security tax from the reimbursements; provided, however, the Participant's indemnification and reimbursement shall not exceed the amount of additional federal, state, or local income tax that the Participant would have owed if the reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on that compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.5 Limitation of Rights and Obligations

Neither the establishment nor maintenance of the Plan, nor any amendment to the Plan, nor any act or omission under the Plan shall be construed as:

1. conferring upon any Participant, beneficiary, or any other person a right or claim against the Employer, the Plan Administrator, or a designee;

2. creating any responsibility or liability of any Employer, the Plan Administrator or a designee for the validity or effect of the Plan;

3. a contract or agreement between any Employer and any Participant or other person;

4. being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Participant or other person to continue or terminate the employment relationship at any time;

5. giving any Participant or other person, the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or other person at any time.

9.6 Misrepresentation

Any misrepresentation on the part of the Participant for coverage or receipt of benefits under the Plan shall render the coverage under the Plan void.

9.7 Protective Clause

The Employer, Plan Administrator, or a designee shall not be responsible for the validity of any contract of insurance or other benefit contract or policy by any benefit provider, or for the failure on the part of any insurance company or other benefit provider to make payments thereunder.

9.8 Receipt and Release

Any payments to any Participant shall be in full satisfaction of the claim of such Participant being paid thereby. The Plan Administrator may condition payment on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Plan Administrator.

9.9 Legal Actions

If the Plan Administrator is made a party to any legal action by a Participant regarding the Plan, all costs and expenses, including reasonable attorneys' fees, incurred by the Plan Administrator in connection with such proceeding shall be paid by the Employer for the Participant.

9.10 Participant Incapacitation

When any Participant is under legal disability, the Employer may cause the Participant's benefits to be paid to his legal representative for their benefit. The payment of benefits pursuant to this Section shall completely discharge the liability of the Employer for the benefits.

Chapter 10
Amendment and Termination

10.1 Amendment

The Plan Administrator may amend any of the Plan provisions, any Benefit Program or any contract providing benefits at any time. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment complies with federal, state or local laws, statutes or regulations.

10.2 Termination

A Participating Employer may terminate or partially terminate its participation in the Plan, or any Benefit Program, over which it has administrative discretion, or reduce or discontinue its Employer contributions at any time consistent with federal, state or local laws, statutes, regulations and procedures implemented by the Plan Administrator.

Any such decision by a Participating Employer shall be evidenced in writing by the governing body of the Participating Employer (or its delegate) that shall be filed with the Plan Administrator no later than April 1 of the year prior to the effective date of the termination. When a termination resolution is provided, it must be sent to the Plan Administrator and it will, irrevocably, terminate such coverage for the applicable Participating Employer's employees, dependents and retirees effective the end of the Plan Year in which the notice is provided. In addition, the Participating Employer will not be eligible to resume participation for five (5) Plan Years after the effective date of its termination of participation. The Colusa County Board of Supervisors may waive or reduce the time period referenced in this section. Notwithstanding any other provision of this Plan, the Colusa County Board of Supervisors, or their authorized delegate, may terminate or partially terminate the Plan or any Benefit Program, or reduce or discontinue Employer contributions at any time consistent with federal, state or local laws, statutes, regulations, without the consent of any Employee, Participant or Participating Employer.

Chapter 11
Health Care Flexible Spending Account Benefit

11.1 Establishment of Account

This Health Care Flexible Spending Account ("Health Care FSA") is a medical reimbursement plan under 26 U.S.C. § 105, and shall be interpreted in a manner consistent with that code section.

Participants who elect to participate in the Health Care FSA may submit claims for the reimbursement of allowable medical expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Care FSA. Periodic payments reimbursing Participants from the Health Care FSA shall not occur less frequently than monthly.

The Plan Administrator shall establish a Health Care FSA for each Participant who elects to participate in the Health Care FSA.

11.2 Definitions

For the purpose of this Chapter and the Plan, the terms below have the following meaning:

Allowable Medical Expense means an amount paid for medical care (including dental care, and vision care) within the meaning of 26 U.S.C. § 213(d) and as allowed by 26 U.S.C. §§ 105 and 106(f).

11.3 Limitations on Allocations

The maximum contribution an Eligible Employee may contribute to the Health Care FSA shall be in accordance with 26 U.S.C. §125(i).

The Maximum Contribution elected by the Participant under the Health Care FSA shall be available at all times during the Period of Coverage (properly reduced as of any particular time for prior reimbursements for the same Period of Coverage).

11.4 Health Flexible Care FSA Claims

Run-Out Period: Claims for expenses incurred during the Plan Year must be submitted pursuant to procedures established by the Plan Administrator and in accordance with the Benefit Program Rules, but no later than March 31 following the close of the Plan Year in which the costs were incurred. Claims must be supported by documentation requested by the Plan Administrator.

Carry-over Provision: In the event that the Participant has unused funds in their Health Care FSA at the end of the run-out period, the Participant may carry-over no more than the maximum amount permitted by the Internal Revenue Service (IRS) ~~five hundred dollars ($500.00)~~ into the immediately following plan year to pay or reimburse medical expenses incurred during the entire plan year to which it is carried over.

11.5 Debit and Credit Cards

Debit and/or credit cards may be issued to Participants subject to the rules established by the Plan Administrator and benefit providers. The cards shall only be used for Medical Expenses. Each participant issued a card shall certify that the card shall only be used for Medical Expenses, and that any Medical Expenses paid with the card have not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

Chapter 12
Dependent Care Flexible Spending Account Benefit

12.1 Establishment of Account

This Dependent Care Flexible Spending Account ("Dependent Care FSA") is a dependent care assistance program under 26 U.S.C. § 129(d).

The Plan Administrator shall establish a Dependent Care FSA for each Participant who elects to apply Plan benefit dollars to Dependent Care FSA benefits.

12.2 Definitions

For the purposes of this Chapter and the Plan the terms below have the following meaning:

Dependent Care FSA means the account established for a Participant to which part of their Plan benefits dollars may be allocated and from which their Qualifying Dependent Care Expenses may be reimbursed.

Dependent Care Service Provider means a person who provides care or other dependent care services, which qualify for the federal tax credit under 26 U.S.C. § 21.

Qualifying Dependent means a Participant's Dependent as defined in 26 U.S.C. §§ 21(b) and 152(a)(1).

Qualifying Dependent Care Expenses means any dependent care expenses incurred by a Participant for dependent care services which qualify for the federal tax credit under 26 U.S.C. § 21, and which have been incurred by or on behalf of a Participant, or Dependent, during a Period of Coverage. Qualifying Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

12.3 Benefits

Maximum Contribution: For a calendar year, Dependent Care FSA Contributions, combined with any other dependent care assistance received through an employment-related plan by the Participant, or their spouse, may not exceed the lesser of:

1. ~~$5,000~~ $7,500 (~~$2,500~~ $3,750 if the Participant is married and files a federal income tax return for the calendar year separately from their spouse) or any future aggregate limitations promulgated under Code Section 129; or

2. The Participant's actual or deemed Earned Income, as defined in 26 U.S.C. § 32(c)(2), after all reductions in Compensation including the reduction related to participation in the Dependent Care FSA; or

3. The Earned Income of the Participant's spouse, if the Participant is married. In the case of a spouse who is a full-time student at an educational institution or is physically or mentally incapable of care for him or herself, such spouse shall be deemed to have earned income of not less than $250 per month if the Eligible Employee has one Dependent, and $500 per month if the Eligible Employee has two or more Dependents.

Minimum Contribution: The minimum contribution shall be no less than $10 per pay period for a Participant during the Period of Coverage.

No Uniform Benefit: The maximum contribution elected by the Participant under the Dependent Care FSA shall not be available at all times during the Period of Coverage. Instead, at any time during the Period of Coverage, only the amount of the actual Contributions shall be available for reimbursement.

Run-Out Period: Claims for expenses incurred during the plan year must be submitted pursuant to procedures established by the Plan Administrator and in accordance with the Benefit Program Rules, but no later than March 31 following the close of the Plan Year in which the costs were incurred. Claims must be supported by documentation requested by the Plan Administrator.

Chapter 13
Group Medical Insurance Benefit Plan

13.1 Establishment of Account

This Group Medical Insurance Benefit Plan is established to provide eligible employees, who participate in the County's group health insurance plan, with the opportunity to pay for the Participant's portion of the group health insurance premiums under the County's sponsored group health insurance plan with non-elective funds provided by the County to the Participant.

The Plan Administrator shall establish an account for each Participant who elects to participate in the County's sponsored group health insurance plan. The Employer shall provide Participant with non-elective funds to be used to pay for the benefits provided for under this plan, and the Participant shall direct the County to apply the funds toward the plan's benefits. If the non-elective contribution amount exceeds the costs of benefits elected by the participant, excess amounts will not be paid to the participant as taxable cash.

The non-elective contributions shall be made with pre-tax dollars as provided for in 26 U.S.C. §§105 and 106.

13.2 Integration

This benefit is an integrated benefit pursuant to Internal Revenue Service Notice 2013-54. The benefit is integrated with the County's group health insurance plan.

Appendix A
Participating Employers

As of the date of the adoption of this Plan, the participating employers include, in addition to the County:

1. Colusa Mosquito Abetment District
2. Arbuckle Fire District
3. Colusa Cemetery District
4. Sacramento River Fire District

This list of participating employers may be modified from time to time by a resolution of the Colusa County Board of Supervisors without formal modification of the Plan.

Appendix B

Benefit Programs not Including Health Care and Dependent Care Flexible Spending Accounts

Benefit Program	Funding	Insurer or Third Party Administrator
Pre-Tax Benefit Options		
Pre-Tax Medical		
PERS Health Care Insurance Offerings	Insured	PERS Sponsored Plans
Pre-Tax Dental		
Dental Care	Insured	Delta Dental of California
Pre-Tax Vision		
Vision	Insured	Vision Service Plan
Pre-Tax Flexible Spending Account (FSA)		
Health Care Flexible Spending Account	Self-funded	MidAmerica, effective 9/1/21.-
Dependent Care Flexible Spending Account	Self-funded	MidAmerica, effective 9/1/21.
Pre-Tax Supplemental Benefits		
Cancer Insurance	Varies upon Employee	AFLAC/Colonial Life
Cancer Initial Diagnosis	Varies upon Employee	AFLAC/Colonial Life
Intensive Care	Varies upon Employee	AFLAC
Accident Insurance	Varies upon Employee	AFLAC/Colonial Life
Personal Sickness	Varies upon Employee	AFLAC
Specified Health Event Critical Illness	Varies upon Employee	AFLAC Colonial Life
Vision	Varies upon Employee	AFLAC
Hospital Confinement Indemnity	Varies upon Employee	AFLAC/Colonial Life
Dental Care	Varies upon Employee	AFLAC/Colonial Life
Pre-Tax Group Term Life Insurance		
Life Insurance $50,000 – CCEA	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – CCMC	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – ADH	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – UNREP	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – DISTRICT	Insured (prorated for part-time employees)	Voya Financial
After-Tax Supplemental Benefits		
Long Term Disability	Varies upon Employee	AFLAC
Disability Rider	Varies upon Employee	AFLAC
Short-term Disability	Varies upon Employee	AFLAC/Colonial Life
Life	Varies upon Employee	AFLAC
Term Life	Varies upon Employee	AFLAC/Colonial Life
Whole Life	Varies upon Employee	Colonial Life



Colusa County Section 125 Cafeteria Plan

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Introduction

This document describes Colusa County's cafeteria benefit plan (Plan) under 26 U.S.C. § 125. This Plan allows Eligible Employees a choice among two or more benefits consisting of cash and qualified benefits.

The current version of the Plan, as reflected in this document, is effective January 1, 2026. Colusa County first adopted the Plan on April 1, 1989. It was subsequently amended on June 26, 1990, July 27, 1993, November 30, 1993, October 21, 2014, January 1, 2016, and October 1, 2020.

The Plan is not subject to the Employee Retirement Income Security Act ("ERISA") because it is provided by Colusa County, a political subdivision of the State of California.

Chapter 1
Definitions

The following words and phrases have the following meanings:

Annual Open Enrollment Election Period means the annual time period, determined by the Plan Administrator, during which Eligible Employees may make Salary Reduction Elections and benefit allocations for the following Plan Year. The Annual Open Enrollment Election Period for the Plan will be before the coverage period, for new or revised elections, become effective.

Benefit Program means any of the optional benefit choices available to a Participant offered through this Plan.

Benefit Program Premium means the Participant's cost for the Benefits provided through this Plan.

Benefit Program Material means the most current provisions describing the Benefit Programs offered through this Plan.

Benefit Program Rules means those rules, policies and provisions applicable to this Plan, contained in various materials including but not limited to the Colusa County Code, County policies, and the Memorandum of Understandings and agreements between employee organizations and the County of Colusa and Benefit Program Materials.

Compensation means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Reduction agreement authorized in this Plan; provided, however, Compensation shall not include cash remuneration received before the Participant began participation in the Plan.

Contributions mean the contributions taken from the Participant's salary on a before-tax basis, pursuant to a Salary Reduction Election.

Dependent means an individual as defined in Section 2.2.

Domestic Partner means a partner as further defined in Section 2.2.

Earned Income means income defined pursuant to 26 U.S.C. § 32(c)(2), but excluding amounts paid or incurred by the Employer for dependent care assistance to Participant.

Eligible Employee means an employee of the County of Colusa or a participating employer who has satisfied the eligibility requirements described in Section 2.1.

Employer means the employer of the Participant.

Employment-Related Defendant Care Expenses means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses pursuant to 26 U.S.C. § 21(b)(2).

Experience Gain means the excess of required premiums paid and income (if any) over the total claims reimbursements and reasonable administrative costs for the Plan Year.

Medical Expense means any expense for medical care of the Participant, their Spouse, or Dependent as defined in 26 U.S.C. §213(d).

Non-elective Contribution(s) means any amount the Employer, in its discretion, may contribute on behalf of each Participant for benefits under this Plan. The contribution amount that may be applied toward the cost of a Plan benefit may be adjusted upward or downward at the Employer's discretion. The amount shall be calculated for each Plan Year and may be based upon the Participant's dependent status, the employment commencement or termination date during the Plan Year, and such other factors as the Employer shall prescribe. Non-elective Contributions may be made available to Participants for allocation among benefits offered through this Plan, to the extent provided for in the Benefit Program Rules.

Participant means an Eligible Employee who participates in the Plan pursuant to Chapters 2 and 3.

Participating Employer means a public entity authorized by the County of Colusa to participate in this Plan. Participating Employers authorized to participate in this Plan are listed in Appendix A, which may be amended by resolution of the Board of Supervisors, and without formal modification to the Plan.

Period of Coverage means the Plan Year, unless otherwise provided in this document.

Plan means the County of Colusa Section 125 Cafeteria Plan, as it may be amended from time to time.

Plan Administrator means the County of Colusa. The Plan Administrator may delegate plan administration duties or responsibilities pursuant to Chapter 7.

Plan Year means the twelve (12) month period beginning on each January 1 and ending on

December 31.

Premium Expenses or Premiums mean the Participant's cost or share of the costs for the insured Benefits described in Chapter 6.

Qualifying Status Change Event means a change in an Eligible Employee's status as described in Section 4.5.

Salary Reduction means a specified amount by which a Participant's Compensation is decreased, pursuant to a Salary Reduction Election.

Salary Reduction Election means an Eligible Employee's authorization to reduce their pay by an amount on a before-tax basis for selected Plan benefits.

Spouse means the legally married partner of a Participant. The determination as to the marital status of a Participant shall be made as of the close of the Plan Year.

Chapter 2
Eligibility

2.1 Employee Eligibility to Participate in the Plan

Employee eligibility to participate in the Plan is determined by the provisions of the Colusa County Personnel Code and the various Memoranda of Understanding's (MOU's) between Employee Units and the County, and any applicable Resolutions by the County Board of Supervisors.

Employees are eligible to participate in the Plan if they are employed in a regular position with the County of Colusa or a Participating Employer. Employees shall be eligible to participate in the Plan immediately upon employment.

A former Participant, who terminates employment with the Employer and then returns to employment with the Employer as a Participant within 30 days following their termination of employment, shall be reinstated in their elections under the Plan prior to the termination.

Notwithstanding the foregoing, eligibility criteria determinations will be made by the Participating Employer. Each Participating Employer shall determine which Benefit Programs are available for its employees.

2.2 Employee Dependents Eligible for Plan Benefit Coverage

The following Dependents are eligible for benefit coverage under the Plan:

1. The Spouse of a Participant;

2. The Domestic Partner of a Participant;

3. The Participant's natural child, stepchild, adopted child (including child placed for adoption), foster child and the natural or adopted child of a member's enrolled domestic partner through the month in which the child reaches their 26th birthday. (E.g. if a child turned 26 on 10/14/2014, their last day of coverage is 10/31/2014.)

Chapter 3
Plan Participation

3.1 Effective Date of Participation

The effective date of participation, or change in election as applicable, shall only be effective if the Eligible Employee completes the enrollment procedure, or change in election as applicable, in accordance with the timeframe and manner prescribed by the Plan Administrator to elect to participate (or change an election).

Notwithstanding the foregoing participation or a change in election as applicable, shall be effective following the birth, adoption, or placement for adoption or foster care of a child with an Eligible Employee, provided that all applicable conditions of the special enrollment rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") are satisfied and an election form is submitted in accordance with the timeframe and manner prescribed by the Plan Administrator to elect to participate in the Plan.

3.2 Election to Participate

Participation in this Plan by an Eligible Employee shall be contingent upon the Eligible Employee's election to receive a benefit under this Plan, and receipt by the Plan Administrator of such applications, consents, proofs of birth or marriage, elections, beneficiary designations, proof of reimbursable expenses and other documents and information as required by this Plan, and the Plan Administrator.

The election made shall be irrevocable until the end of the applicable Plan Year, unless the Participant is entitled to change their election(s) pursuant to a Qualifying Status Change Event.

The election must include an election to be covered by a Benefit Program that results in a Salary Reduction. Each Participant will be deemed to have made a written Salary Reduction Election to have their annual Compensation reduced, but not below zero, by the amount of the Benefit Program Premium the Participant is required to pay.

An Eligible Employee shall also be required to execute a Salary Reduction Election during the Annual Open Enrollment Election Period for the Plan Year during which he or she wishes to participate in the Plan.

Any such Salary Reduction Election shall be effective for the first pay period beginning on or after the Eligible Employee's effective date of participation pursuant to Section 3.1.

Participants who do not have sufficient salary to enter into a Salary Reduction Agreement shall make applicable after-tax premium payments directly to the Plan Administrator within the designated time period.

3.3 Authorized Leaves of Absence

A Participant who goes on a leave of absence, authorized by the Employer, including authorized unpaid leave, may continue to receive group health coverage as long as the Participant contributes the applicable premium payments or flexible spending account contributions within the designated time period.

Contributions for the period covered by the leave of absence may be paid for in accordance with the terms as set forth in the Employer's written materials distributed to Participants, and consistent with applicable law.

Upon return from an authorized leave of absence during which the required contributions under the Plan by a Participant are not made, the Participant's reinstatement shall be determined in accordance with the rules set forth in Section 3.5.

3.4 Cancellation and Suspension of Participation

A Participant who goes on an authorized leave of absence from the Employer during the Plan Year may choose to cancel or suspend group health coverage effective upon commencement of the leave of absence. Participation in the Dependent Care Flexible Spending Account (Dependent Care FSA) will be automatically suspended upon the commencement of a leave of absence.

During periods of cancelled or suspended participation, no contributions shall be made and no benefits shall be provided under the Plan, except as otherwise explicitly stated in the Benefit Program Rules or as required by COBRA.

A Participant who returns to an Employer's service during the same Plan Year that they took an unpaid authorized leave of absence shall be eligible to be reinstated in the Benefit Programs in effect when their participation was suspended. However, a suspended Participant's participation in the Plan shall terminate if, after return to employment following the end of a leave of absence, the Participant does not resume coverage in accordance with Benefit Program Rules

With respect to the Health Care Flexible Spending Account (Health Care FSA) and the Dependent Care FSA, a Participant who suspended participation in the Health Care FSA or the Dependent Care FSA during their leave of absence may elect to increase their required contributions for the remainder of the Plan Year by the amount of the contributions the Participant failed to make during the leave of absence. The amount of the increase shall be spread ratably over the remaining pay periods in the Plan Year. If such an election is made, the maximum reimbursement under the Health Care FSA or the Dependent Care FSA shall be the same amount with respect to expenses incurred both before and after the leave of absence. In the absence of such an election, the Participant, upon returning from leave, shall resume their required contributions for the remainder of the Plan Year at the same level being made prior to the leave of absence, and the maximum

reimbursement for expenses incurred after the leave of absence shall be reduced by the amount of the required contributions the Participant failed to make during the leave of absence. Regardless of what election is made, if coverage is suspended during the leave of absence, no expenses incurred during the leave will be reimbursed under the Plan.

3.5 Termination and Reinstatement of Participation

Except as otherwise provided in a Benefit Program, in the event an Eligible Employee who has made an election under the Plan ceases to be an Eligible Employee, takes an unauthorized leave of absence, or ceases to have enough Compensation to cover their salary reduction under the Plan, and does not make applicable premium payments to the Plan Administrator within the designated time period, such person's election and coverage under the Plan shall terminate.

If the Employee becomes eligible to participate: (i) within 30 days of the date on which his participation was terminated; and (ii) within the same Plan Year, their active participation in the Plan shall be reinstated and the most recent election shall remain in effect, except as otherwise permitted pursuant to Section 3.4.

Except for the Health Care FSA and the Dependent Care FSA, participation in the Plan shall terminate as of the earlier of:

1. The date of termination of the Plan, unless otherwise communicated to Participants; or

2. The last day of the coverage period in which the Eligible Employee ceases to be a Participant in all Benefit Programs; or

3. The date on which the Participant stops making any required contributions (except where otherwise allowed by the Plan).

3.6 Termination of Employment

If a Participant terminates employment with an Employer for any reason other than death, their participation in the Plan shall cease as of the last day of the pay period in which such termination occurs, subject to the Participant's right to continue coverage under any insurance contracts for which the Premiums have already been paid. However, such Participant may submit claims for expenses incurred prior to termination for the remainder of the Plan Year in which such termination occurs.

3.7 Death

If a Participant dies, their participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for expenses or benefits for the portion of the Plan Year preceding his date of death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may designate one of a Participant's Dependents or a representative of his or her estate.

Chapter 4
Elections

4.1 In General

The Plan Administrator shall establish procedures and deadlines for filing Salary Reduction Elections.

4.2 Salary Reduction Election

Each Eligible Employee who wishes to participate in the Plan shall timely file a Salary Reduction Election with the Employer. The election shall provide that the Participant's Compensation in each payroll period shall be reduced by a specific amount; provided, however, that the amount shall not exceed the lesser of the limits set forth in such individual's elected Benefits, or the Participant's Compensation for that payroll period. Except as provided in Section 4.5, a Participant's Salary Reduction Election shall be irrevocable for a Plan Year.

4.3 Default Elections

Unless provided otherwise by Employer, if a Participant does not make a new election with respect to the Benefit Programs during an Annual Enrollment Period, the Participant's coverage under the Benefit Programs and Salary Reduction Election will remain the same.

4.4 Qualifying Status Change Events

A Participant's Salary Reduction Election for any Plan Year may not be changed after the first payroll period to which it applies except for a Qualifying Status Change Event as permitted by applicable law, including but not limited to 26 C.F.R. § 1.125-4.

The Eligible Employee must provide the Plan Administrator with timely written documentation that a Qualifying Status Change Event has occurred.

4.5 Change of Election

In the event of a Qualifying Status Change Event, an Eligible Employee may revoke or change their election in accordance with the time-frame and the manner in the Benefit Program Rules as of the date such Qualifying Status Change Event occurs.

An election revocation or change must be due to, and consistent with, the Qualifying Status Change Event to the extent required by applicable law and this Plan. The Plan Administrator, shall determine whether or not a requested election revocation or change is so due to, and consistent with, the Qualifying Status Change Event.

Chapter 5

Plan Recordkeeping

For bookkeeping purposes only, the Plan Administrator will maintain an account for each Participant. This account will be divided into sub-accounts which will be credited with the amount of Salary Reduction or non-elective contribution specified by such Participant for each Benefit Program.

Chapter 6
Benefits

Each Participant may elect to participate in one or more of the Benefit Programs that may be authorized by the Employer, and provided for by this Plan. Changes to the Benefit Programs may be made without formal amendment to this Plan.

Chapter 7
Plan Administration

7.1 Plan Administrator

The Plan Administrator has discretionary authority to control and manage the operation and administration of the Plan, to correct errors, and to interpret Plan provisions including, but not limited to, determinations regarding eligibility and benefits.

The Plan Administrator may delegate duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Plan Administrator expressly provides to the contrary, such delegation will carry with it the Plan Administrator's full discretionary authority to accomplish the delegation.

All decisions and interpretations of the Plan Administrator shall be conclusive and binding upon all persons, and shall be given the greatest deference permitted by law. Benefits under the Plan will be paid only if the Plan Administrator decides in its sole discretion that a Participant is entitled to such benefits, or that an Employee is an Eligible Employee.

7.2 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an insurance contract, including a rider of a particular insurer whose product is then being used in conjunction with this Plan, the terms of the insurance contract including the rider shall control as to those Participants receiving coverage under such insurance contract. For this purpose, the insurance contract, including the rider, shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to, and the circumstances under which insurance terminates.

7.3 Benefits of Un-located Persons

If a payment is due under the Plan, and if notice of such payment due is mailed to the last

known address of such person, as shown on the Plan records, and within six (6) months after such mailing such person has not made written claim therefore, the Plan Administrator shall, unless otherwise provided in the Benefit Program Materials, direct that such payment and all remaining contributions otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefore.

7.4 Experience Gains

If either the Health Care FSA or Dependent Care FSA have an Experience Gain with respect to a Plan Year, such Experience Gain may be used to pay expenses of the respective FSA, or other Plan expenses as otherwise determined by the Plan Administrator, consistent with applicable laws and regulations.

In no event shall Experience Gains be allocated among Participants based, directly or indirectly, on the level of their Health Care FSA or Dependent Care FSA reimbursement amounts.

7.5 Priority of Contributions

The non-elective contributions from the Employer shall go first to the group medical insurance benefit premiums.

If after the group medical insurance benefit premiums are paid, and there are any funds remaining from the non-elective contributions, the employee may direct the remaining non-elective contribution funds be applied to the employee's portion of the premium for the County sponsored dental insurance, or to premiums for the pre-tax supplemental benefits provided for in Appendix B of this Plan. No portion of the non-elective contributions may be taken as cash.

Chapter 8
Claims

8.1 Claims Procedures

The claims procedure in the Benefit Program Rules shall govern eligibility claims for Benefit Programs under this Plan.

Any claim for benefits provided under an insurance contract issued by the insurer shall be made to the insurer. If the insurer denies any claim, the Participant or beneficiary shall follow the insurer's claims review procedure.

Any other claim for Benefits shall be made in a manner determined by the Plan Administrator.

Participants may, subject to a procedure established by the Administrator and subject to the Benefit Program rules, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Benefit Program Provider for payment of medical care and/or Employment-Related Dependent Care Expenses.

Chapter 9

Miscellaneous

9.1 Notice

Any notice to be delivered under this Plan shall be given in writing and delivered, personally, by facsimile, or by certified mail, postage prepaid, addressed to the Plan Administrator, the Participant, or any beneficiaries, as the case may be, at their last known address and shall be deemed received two days after transmission, no matter the form of delivery. Nothing herein shall prevent the use of electronic or such other forms of notification as the Plan Administrator may choose to employ.

Notice to the Plan Administrator:
Colusa County Human Resources Director
250 5th Street
Colusa, CA 95932
Telephone 530-458-0420
Facsimile 530-458-0425

9.2 Erroneous Payments

The Plan Administrator shall have the right to reduce future payments to or on behalf of any individual to whom a payment or any other benefit is erroneously made. Additionally, the Plan Administrator shall have the right to bring an action against the individual or recipient to recover any such erroneous payments or benefits. These remedies are not exclusive and may be used in addition to any other remedies available under the law or equity.

9.3 Additional Taxes or Penalties

If there are any taxes or penalties payable by the Employer on behalf of any Participant, such taxes or penalties shall be payable by the Participant to the Employer to the extent such taxes would have been originally payable by the Participant had this Plan not been in existence.

9.4 Indemnification of Employer by Participants

If a Participant receives one or more reimbursements under their Dependent Care FSA that are not for Dependent Care Expenses, or under their Health Care FSA that are not for Qualifying Medical Expenses, the Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal, state, or local income tax or Social Security tax from the reimbursements; provided, however, the Participant's indemnification and reimbursement shall not exceed the amount of additional federal, state, or local income tax that the Participant would have owed if the reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on that compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.5 Limitation of Rights and Obligations

Neither the establishment nor maintenance of the Plan, nor any amendment to the Plan, nor any act or omission under the Plan shall be construed as:

1. conferring upon any Participant, beneficiary, or any other person a right or claim against the Employer, the Plan Administrator, or a designee;

2. creating any responsibility or liability of any Employer, the Plan Administrator or a designee for the validity or effect of the Plan;

3. a contract or agreement between any Employer and any Participant or other person;

4. being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Employer or any Participant or other person to continue or terminate the employment relationship at any time;

5. giving any Participant or other person, the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or other person at any time.

9.6 Misrepresentation

Any misrepresentation on the part of the Participant for coverage or receipt of benefits under the Plan shall render the coverage under the Plan void.

9.7 Protective Clause

The Employer, Plan Administrator, or a designee shall not be responsible for the validity of any contract of insurance or other benefit contract or policy by any benefit provider, or for the failure on the part of any insurance company or other benefit provider to make payments thereunder.

9.8 Receipt and Release

Any payments to any Participant shall be in full satisfaction of the claim of such Participant being paid thereby. The Plan Administrator may condition payment on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Plan Administrator.

9.9 Legal Actions

If the Plan Administrator is made a party to any legal action by a Participant regarding the Plan, all costs and expenses, including reasonable attorneys' fees, incurred by the Plan Administrator in connection with such proceeding shall be paid by the Employer for the Participant.

9.10 Participant Incapacitation

When any Participant is under legal disability, the Employer may cause the Participant's benefits to be paid to his legal representative for their benefit. The payment of benefits pursuant to this Section shall completely discharge the liability of the Employer for the benefits.

Chapter 10
Amendment and Termination

10.1 Amendment

The Plan Administrator may amend any of the Plan provisions, any Benefit Program or any contract providing benefits at any time. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment complies with federal, state or local laws, statutes or regulations.

10.2 Termination

A Participating Employer may terminate or partially terminate its participation in the Plan, or any Benefit Program, over which it has administrative discretion, or reduce or discontinue its Employer contributions at any time consistent with federal, state or local laws, statutes, regulations and procedures implemented by the Plan Administrator.

Any such decision by a Participating Employer shall be evidenced in writing by the governing body of the Participating Employer (or its delegate) that shall be filed with the Plan Administrator no later than April 1 of the year prior to the effective date of the termination. When a termination resolution is provided, it must be sent to the Plan Administrator and it will, irrevocably, terminate such coverage for the applicable Participating Employer's employees, dependents and retirees effective the end of the Plan Year in which the notice is provided. In addition, the Participating Employer will not be eligible to resume participation for five (5) Plan Years after the effective date of its termination of participation. The Colusa County Board of Supervisors may waive or reduce the time period referenced in this section. Notwithstanding any other provision of this Plan, the Colusa County Board of Supervisors, or their authorized delegate, may terminate or partially terminate the Plan or any Benefit Program, or reduce or discontinue Employer contributions at any time consistent with federal, state or local laws, statutes, regulations, without the consent of any Employee, Participant or Participating Employer.

Chapter 11
Health Care Flexible Spending Account Benefit

11.1 Establishment of Account

This Health Care Flexible Spending Account ("Health Care FSA") is a medical reimbursement plan under 26 U.S.C. § 105, and shall be interpreted in a manner consistent with that code section.

Participants who elect to participate in the Health Care FSA may submit claims for the reimbursement of allowable medical expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Care FSA. Periodic payments reimbursing Participants from the Health Care FSA shall not occur less frequently than monthly.

The Plan Administrator shall establish a Health Care FSA for each Participant who elects to participate in the Health Care FSA.

11.2 Definitions

For the purpose of this Chapter and the Plan, the terms below have the following meaning:

Allowable Medical Expense means an amount paid for medical care (including dental care, and vision care) within the meaning of 26 U.S.C. § 213(d) and as allowed by 26 U.S.C. §§ 105 and 106(f).

11.3 Limitations on Allocations

The maximum contribution an Eligible Employee may contribute to the Health Care FSA shall be in accordance with 26 U.S.C. §125(i).

The Maximum Contribution elected by the Participant under the Health Care FSA shall be available at all times during the Period of Coverage (properly reduced as of any particular time for prior reimbursements for the same Period of Coverage).

11.4 Health Flexible Care FSA Claims

Run-Out Period: Claims for expenses incurred during the Plan Year must be submitted pursuant to procedures established by the Plan Administrator and in accordance with the Benefit Program Rules, but no later than March 31 following the close of the Plan Year in which the costs were incurred. Claims must be supported by documentation requested by the Plan Administrator.

Carry-over Provision: In the event that the Participant has unused funds in their Health Care FSA at the end of the run-out period, the Participant may carry-over no more than the maximum amount permitted by the Internal Revenue Service (IRS) into the immediately following plan year to pay or reimburse medical expenses incurred during the entire plan year to which it is carried over.

11.5 Debit and Credit Cards

Debit and/or credit cards may be issued to Participants subject to the rules established by the Plan Administrator and benefit providers. The cards shall only be used for Medical Expenses. Each participant issued a card shall certify that the card shall only be used for Medical Expenses, and that any Medical Expenses paid with the card have not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

Chapter 12
Dependent Care Flexible Spending Account Benefit

12.1 Establishment of Account

This Dependent Care Flexible Spending Account ("Dependent Care FSA") is a dependent care assistance program under 26 U.S.C. § 129(d).

The Plan Administrator shall establish a Dependent Care FSA for each Participant who elects to apply Plan benefit dollars to Dependent Care FSA benefits.

12.2 Definitions

For the purposes of this Chapter and the Plan the terms below have the following meaning:

Dependent Care FSA means the account established for a Participant to which part of their Plan benefits dollars may be allocated and from which their Qualifying Dependent Care Expenses may be reimbursed.

Dependent Care Service Provider means a person who provides care or other dependent care services, which qualify for the federal tax credit under 26 U.S.C. § 21.

Qualifying Dependent means a Participant's Dependent as defined in 26 U.S.C. §§ 21(b) and 152(a)(1).

Qualifying Dependent Care Expenses means any dependent care expenses incurred by a Participant for dependent care services which qualify for the federal tax credit under 26 U.S.C. § 21, and which have been incurred by or on behalf of a Participant, or Dependent, during a Period of Coverage. Qualifying Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

12.3 Benefits

Maximum Contribution: For a calendar year, Dependent Care FSA Contributions, combined with any other dependent care assistance received through an employment-related plan by the Participant, or their spouse, may not exceed the lesser of:

1. $7,500 ($3,750 if the Participant is married and files a federal income tax return for the calendar year separately from their spouse) or any future aggregate limitations promulgated under Code Section 129; or

2. The Participant's actual or deemed Earned Income, as defined in 26 U.S.C. § 32(c)(2), after all reductions in Compensation including the reduction related to participation in the Dependent Care FSA; or

3. The Earned Income of the Participant's spouse, if the Participant is married. In the case of a spouse who is a full-time student at an educational institution or is physically or mentally incapable of care for him or herself, such spouse shall be deemed to have earned income of not less than $250 per month if the Eligible Employee has one Dependent, and $500 per month if the Eligible Employee has two or more Dependents.

Minimum Contribution: The minimum contribution shall be no less than $10 per pay period for a Participant during the Period of Coverage.

No Uniform Benefit: The maximum contribution elected by the Participant under the Dependent Care FSA shall not be available at all times during the Period of Coverage. Instead, at any time during the Period of Coverage, only the amount of the actual Contributions shall be available for reimbursement.

Run-Out Period: Claims for expenses incurred during the plan year must be submitted pursuant to procedures established by the Plan Administrator and in accordance with the Benefit Program Rules, but no later than March 31 following the close of the Plan Year in which the costs were incurred. Claims must be supported by documentation requested by the Plan Administrator.

Chapter 13
Group Medical Insurance Benefit Plan

13.1 Establishment of Account

This Group Medical Insurance Benefit Plan is established to provide eligible employees, who participate in the County's group health insurance plan, with the opportunity to pay for the Participant's portion of the group health insurance premiums under the County's sponsored group health insurance plan with non-elective funds provided by the County to the Participant.

The Plan Administrator shall establish an account for each Participant who elects to participate in the County's sponsored group health insurance plan. The Employer shall provide Participant with non-elective funds to be used to pay for the benefits provided for under this plan, and the Participant shall direct the County to apply the funds toward the plan's benefits. If the non-elective contribution amount exceeds the costs of benefits elected by the participant, excess amounts will not be paid to the participant as taxable cash.

The non-elective contributions shall be made with pre-tax dollars as provided for in 26 U.S.C. §§105 and 106.

13.2 Integration

This benefit is an integrated benefit pursuant to Internal Revenue Service Notice 2013-54. The benefit is integrated with the County's group health insurance plan.

Appendix A
Participating Employers

As of the date of the adoption of this Plan, the participating employers include, in addition to the County:

1. Colusa Mosquito Abetment District
2. Arbuckle Fire District
3. Colusa Cemetery District
4. Sacramento River Fire District

This list of participating employers may be modified from time to time by a resolution of the Colusa County Board of Supervisors without formal modification of the Plan.

Appendix B

Benefit Programs not Including Health Care and Dependent Care Flexible Spending Accounts

Benefit Program	Funding	Insurer or Third Party Administrator
Pre-Tax Benefit Options		
Pre-Tax Medical		
PERS Health Care Insurance Offerings	Insured	PERS Sponsored Plans
Pre-Tax Dental		
Dental Care	Insured	Delta Dental of California
Pre-Tax Vision		
Vision	Insured	Vision Service Plan
Pre-Tax Flexible Spending Account (FSA)		
Health Care Flexible Spending Account	Self-funded	MidAmerica, effective 9/1/21.
Dependent Care Flexible Spending Account	Self-funded	MidAmerica, effective 9/1/21.
Pre-Tax Supplemental Benefits		
Cancer Insurance	Varies upon Employee	AFLAC/Colonial Life
Cancer Initial Diagnosis	Varies upon Employee	AFLAC/Colonial Life
Intensive Care	Varies upon Employee	AFLAC
Accident Insurance	Varies upon Employee	AFLAC/Colonial Life
Personal Sickness	Varies upon Employee	AFLAC
Specified Health Event Critical Illness	Varies upon Employee	AFLAC Colonial Life
Vision	Varies upon Employee	AFLAC
Hospital Confinement Indemnity	Varies upon Employee	AFLAC/Colonial Life
Dental Care	Varies upon Employee	AFLAC/Colonial Life
Pre-Tax Group Term Life Insurance		
Life Insurance $50,000 – CCEA	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – CCMC	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – ADH	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – UNREP	Insured (prorated for part-time employees)	Voya Financial
Life Insurance $50,000 – DISTRICT	Insured (prorated for part-time employees)	Voya Financial
After-Tax Supplemental Benefits		
Long Term Disability	Varies upon Employee	AFLAC
Disability Rider	Varies upon Employee	AFLAC
Short-term Disability	Varies upon Employee	AFLAC/Colonial Life
Life	Varies upon Employee	AFLAC
Term Life	Varies upon Employee	AFLAC/Colonial Life
Whole Life	Varies upon Employee	Colonial Life

Colusa County

Agenda Request Form

Item ID#: 2025-70 **Agenda Date:** 11/18/2025 **Item 3**

AG DEPARTMENT

Adopt a Resolution to Amend the Annual Device Registration Fees, effective November 18, 2025.

Detailed Description/Background of Request
Section 12240 of the California Business and Professions code allows the County, by ordinance, to charge annual device registration fees, not to exceed the County's total cost of actually inspecting or testing devices, to recover the costs of inspecting and testing weighting and measuring devices, and to recover the cost of carrying out weights and measures inspections. The maximum amount of those fees is detailed in Section 12240 and set by law.

The County previously enacted County Ordinance 481 section 7C-4(b) permitting the County to charge annual device registration fees in accordance with Section 12240. Under the County ordinance, those fees can be periodically adjusted by resolution.

The Board of supervisors passed the first resolution enabling the County Sealer to collect device registration fees in 1988. Since then the Board has adopted subsequent Resolutions when the fees have been updated by the State. The last Resolution to be passed increasing these fees was in 2005. The last resolution adjusted these rates through 2010, and they have not been updated for 15 years. These fees do not fully fund the County Weights and Measures program, and do not exceed the actual County cost to perform these mandated duties.

The resolution for the Board's consideration will allow the County to update the fees it charges to bring them up to what is authorized under State law and specifically Section 12240 of the Business and Professions Code.

Fiscal Impact/Funding Source
An estimated $10,000.00 in additional fees may be collected to support the Weights & Measures activities as described above.

Action for the Clerk
The County has passed previous resolutions regarding the schedule of fees for device registrations. The last resolution, #05-83, was adopted December 13, 2005

Prior Board Action
Number Resolution, Obtain all signatures and return signed copy to Ag Commissioner's office, attn: Dawn

Attachments:
1. W&M Resolution Device Fee
2. Chapter 7C Colusa County Code
3. Res. 05-83 W&M Fee
4. B&P 12240

RESOLUTION NO. 25 -

A RESOLUTION SETTING THE DEVICE REGISTRATION FEE SCHEDULE FOR THE SEALER OF WEIGHTS AND MEASURES

WHEREAS, the Colusa County Sealer of Weights and Measures imposes a fee in the area of weights and measures device registration;

WHEREAS, fees have been imposed in the past pursuant to resolutions 88-71, 94-21, 04-69 and 05-83 passed by the Colusa County Board of Supervisors;

WHEREAS, Section 12240 of the California Business and Professions Code allows the Board of Supervisors, by ordinance, to charge an annual device registration, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting and or testing weighing and measuring devices required of the county sealer pursuant to Section 12210 of the Business and Professions Code, and to recover the cost of carrying out Section 12211 of the California Business and Professions Code;

WHEREAS, the Colusa County Board of Supervisors has adopted Colusa County Code Chapter 7C, authorizing the County Sealer of Weights and Measures to collect such fees; and

WHEREAS, Section 12240 of the Business and Profession Code establishes the maximum of amount of registration fees that can be charged; and

WHEREAS, the Colusa County Sealer of Weights and Measures shall implement the new device registration fees in accordance with Business and Professions Codes section 12240 to the maximum amount authorized.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors establish and adopt the annual device registration fee schedule for the above referenced service as the maximum amount authorized in Section 12240 of the Business and Professions Code.

BE IT FURTHER RESOLVED, that these fees become effective November 18, 2025 and that the Sealer of Weights and Measures be and is hereby authorized to collect such fees.

PASSED AND ADOPTED this 18th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____

Daurice K. Smith, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Chapter 7C
WEIGHTS AND MEASURES DEVICE REGISTRATION FEE

Sections:

7C-1. Purpose - Statutory authority.
7C-2. Definitions.
7C-3. Device registration certificate.
7C-4. Application and fees.
7C-5. Severability.

7C-1 Purpose - Statutory authority.

In accordance with the authority granted by the state of California under Section 12240 of the Business and Professions Code, an annual device registration fee may be charged establishments and individuals using commercial weighing and measuring devices. (Ord. No. 481, § 1 (part).)

7C-2 Definitions.

(a) "Commercial weighing and measuring devices for which a registration fee is required" means such devices as classified in the California Code of Regulations, Title IV, Chapter 9, Subchapter 1, Article 2, commencing with Section 4001.

(b) "Device registration certificate" means a certificate issued to a person upon proper payment of the device registration fee.

(c) "Sealer of weights and measures" means the county sealer of weights and measures of the Colusa County department of agriculture, its agents and employees duly authorized to act on behalf of said department. (Ord. No. 481, § 1 (part).)

7C-3 Device registration certificate.

(a) No person shall temporarily or permanently, alone or in conjunction with others, maintain or operate any commercial weighing or measuring device without first obtaining an annual device registration certificate.

(b) The device registration certificate shall be posted in public view. (Ord. No. 481, § 1 (part).)

7C-4 Application and fees.

(a) Applications for device registration certificates and renewals thereof shall be filed with the sealer of weights and measures upon such forms as he or she may prescribe.

(b) The device registration certificate fee for the calendar year or any part thereof during which the activity is covered by this chapter shall be that established by resolution of the board of supervisors.

(c) Each device registration certificate shall expire on December 31st of the current year, provided such permit may be renewed without penalty on or before February 15th next following the expiration date. The penalty shall be that established by resolution of the board of supervisors. (Ord. No. 481, § 1 (part).)

7C-5 Severability.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. (Ord. No. 481, § 1 (part).)

The Colusa County Code is current through Ordinance 844, passed March 25, 2025.

Disclaimer: The clerk of the board's office has the official version of the Colusa County Code. Users should contact the clerk of the board's office for ordinances passed subsequent to the ordinance cited above.

County Website: https://www.countyofcolusa.org/
County Telephone: (530) 458-0508

Codification services provided by General Code

RESOLUTION NO. 05-83

BOARD OF SUPERVISORS
COUNTY OF COLUSA
CALIFORNIA

A RESOLUTION SETTING THE DEVICE REGISTRATION FEE SCHEDULE FOR SEALER OF WEIGHTS AND MEASURES

WHEREAS, the Colusa County Department of Agriculture imposes fees in the area of weights and measures device registration; and

WHEREAS, fees have been imposed in the past pursuant to resolutions 88-71, 94-21 and 04-69 passed by the Colusa County Board of Supervisors; and

WHEREAS, Section 12240 of the California Business and Professions Code allows the Board of Supervisors, by ordinance (Chapter 7C. of the Colusa County Code), to charge an annual device registration fee to recover the costs of inspecting and or testing commercial weighing and measuring devices required of the county sealer pursuant to Section 12210 of the California Business and Professions Code; and

WHEREAS, the schedule of fees established pursuant to Section 12240 of the California Business and Professions Code shall not exceed the county's total cost of actually inspecting or testing the devices, as required by law, or the amount prescribed in the Table of Maximum Annual Charges set forth in Section 12240; and

WHEREAS, the Table of Maximum Annual Commercial Weighing and Measuring Device Registration Fees is included in this resolution as EXHIBIT "A" incorporated by reference herein; and

WHEREAS, upon passage and adoption of this resolution, Resolution No. 04-69 and (to the extent that any other resolutions previously adopted conflict with this resolution) prior resolutions 88-71, 94-21 and 04-69 are hereby repealed.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors establish and adopt the annual device registration fee schedule for the above referenced service as set forth in EXHIBIT "A" entitled the "Table of Maximum Annual Commercial Weighing and Measuring Device Registration Fees".

BE IT FURTHER RESOLVED, fees must be received annually in the office of the Sealer of Weights and Measures on or before February 15th, or there shall be added a penalty, per County Code Section 7C-4(c), equal to the registration fee not to exceed one hundred percent (100%).

BE IT FURTHER RESOLVED, that these fees become effective immediately, and that the Sealer of Weights and Measures be and is hereby authorized to collect such fees.

A RESOLUTION SETTING THE DEVICE REGISTRATION FEE SCHEDULE FOR SEALER OF WEIGHTS AND MEASURES
PAGE TWO

PASSED AND ADOPTED this 13th day of December 2005 by the following vote:

AYES: Supervisors Marshall, Evans, Scofield, Indrieri and Womble.

NOES: None.

ABSENT: None.

David G Womble

David G. Womble, Chairperson
Board of Supervisors

ATTEST: Kathleen Moran
County Clerk and ex officio
Clerk to the Board of Supervisors

By _____, Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts, County Counsel

California Code, Business and Professions Code - BPC § 12240

Current as of January 01, 2023 |

(a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211.

(b) Except as otherwise provided in this section, the annual registration fee shall not exceed the amount set forth in subdivisions (f) to (r), inclusive.

(c) The county may collect the fees biennially, in which case they shall not exceed twice the amount of an annual registration fee. The ordinance shall be adopted pursuant to Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.

(d) Retail gasoline pump meters, for which the above fees are assessed, shall be inspected as frequently as required by regulation, but not less than once every two years.

(e) Livestock scales, animal scales, and scales used primarily for weighing feed and seed, for which the above fees are assessed, shall be inspected as frequently as required by regulation.

(f) For purposes of this section, the annual registration fee for a business that uses a commercial weighing or measuring device or devices shall consist of a business location fee, a department administrative fee, as specified in Section 12241, and a device fee, as specified in subdivisions (g) to (r), inclusive. The business location fee and device fee shall not exceed one hundred twenty dollars ($120) per business location, plus 100 percent of the maximum applicable device fee listed in subdivisions (g) to (r), inclusive.

(g)(1) For marinas, mobilehome parks, recreational vehicle parks, and apartment complexes, where the owner of the marina, park, or complex owns and is responsible for the utility meters, the device fee shall not exceed the following:

(A) For water submeters, six dollars ($6) per device per space or apartment.

(B) For electric submeters, three dollars ($3) per device per space or apartment.

(C) For vapor submeters, ten dollars ($10) per device per space or apartment.

(2) Marinas, mobilehome parks, recreational vehicle parks, and apartment complexes for which the above fees are assessed shall be inspected and tested as frequently as required by regulation.

(h) For weighing devices, other than livestock, with capacities of 10,000 pounds or greater, the device fee shall not exceed two hundred fifty dollars ($250) per device; for weighing devices, other than livestock scales, with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred fifty dollars ($150) per device.

(i) This section does not apply to farm milk tanks.

(j) A scale or device used in a certified farmers' market, as defined by Section 113742 of the Health and Safety Code, is not required to be registered in the county where the market is conducted, if the scale or device has an unexpired seal for the current year, issued by a licensed California county sealer.

(k) For livestock scales with capacities of 10,000 pounds or greater, the device fee shall not exceed one hundred fifty dollars ($150) per device; for livestock scales with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred dollars ($100) per device.

(*l*)(1) For liquefied petroleum gas (LPG) meters, truck mounted or stationary, the device fee shall not exceed one hundred eighty-five dollars ($185) per device.

(2) For compressed natural gas (CNG) and liquified natural gas (LNG) meters, truck mounted or stationary, the device fee shall not exceed seventy-five dollars ($75) per device in 2019, one hundred twenty-five dollars ($125) per device in 2020, and one hundred eighty-five dollars ($185) per device beginning in 2021.

(m) For wholesale and vehicle meters, the device fee shall not exceed seventy-five dollars ($75) per device.

(n) For computing scales and electronic counter scales interfaced with a cash register or any point-of-sale system, the device fee shall not exceed twenty-five dollars ($25) per device. For purposes of this subdivision, a computing scale or interfaced electronic counter scale shall be a weighing device with a capacity of less than 100 pounds that indicates, through its indicator or a point-of-sale system indicator, the money value of any commodity weighed, at predetermined unit prices, throughout all or part of the weighing range of the scale. For purposes of this subdivision, the portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand two hundred dollars ($1,200) for each business location.

(*o*) For jewelry and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, the device fee shall not exceed eighty dollars ($80) per device. For purposes of this subdivision, a jewelry or prescription scale or a scale marked as, or meeting the design and performance requirements of, a Class II weighing device shall be a scale that meets the specifications, tolerances, and sensitivity requirements established or adopted by the secretary applicable to those devices in accordance with Section 12107.

(p) For weighing devices, other than computing, interfaced electronic counter, jewelry, and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, as defined in subdivisions (n) and (*o*), with capacities of at least 100 pounds but less than 2,000 pounds, the device fee shall not exceed fifty dollars ($50) per device.

(q) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions or in computing other charges for service, including, but not limited to, ambulance, towing, or limousine services, the device fee shall not exceed sixty dollars ($60) per device.

(r) This section does not apply to odometers in rental passenger vehicles, as defined in Section 465 of the Vehicle Code, that are subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code. If a person files a complaint with the county sealer regarding the accuracy of a rental passenger vehicle odometer, the county sealer may charge a fee to the operator of the vehicle rental business sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

(s) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions involving nonpassenger vehicles that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, the portion of the annual registration fee consisting of the business location fee and the device fee authorized pursuant to subdivision (q) shall not exceed the sum of three hundred forty dollars ($340) for each business location.

(t) For all other commercial weighing or measuring devices not listed in subdivisions (g) to (r), inclusive, the device fee shall not exceed twenty-six dollars ($26) per device. For purposes of this subdivision, the total portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand two hundred dollars ($1,200), for each business location.

(u) For purposes of this section, a single business location is defined as:

(1) Each business location that uses one or more categories or types of commercial devices as set forth in subdivisions (g) to (p), inclusive, and in subdivision (t), that require the use of specialized testing equipment and that necessitates not more than one inspection trip by a weights and measures official.

(2) Each vehicle, except for those vehicles that are employed in vehicle rental transactions, in which one or more commercial devices is installed and used.

(3)(A) For vehicles that are employed in vehicle rental transactions and that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, each business location at which vehicles are stored or maintained by a vehicle rental company for the purposes of renting vehicles to customers.

(B) A facility that meets all of the following criteria shall not be considered a business location for the purposes of this paragraph:

(i) The facility is not wholly, or in any part, owned, leased, or operated by the vehicle rental company.

(ii) The facility is not operated or staffed by an employee of the vehicle rental company.

(iii) The facility stores or maintains, on a temporary basis, vehicles at the location for customer convenience.

(C) If a person files a complaint with the county sealer regarding the accuracy of an odometer in a vehicle found or located at a facility described in subparagraph (B), the county sealer may charge a fee to the operator of the vehicle rental company sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

Colusa County

Agenda Request Form

Item ID#: 2025-89 **Agenda Date:** 11/18/2025 **Item 4**

PUBLIC WORKS DEPARTMENT

Appoint Public Works Director and County Counsel as real property negotiators for property located at 6867 Wisconsin Avenue, Arbuckle, CA 95912

Detailed Description/Background of Request
The County is considering the purchase of a right of way, for roadway purposes, adjacent to Wisconsin Avenue, in Arbuckle.

Fiscal Impact/Funding Source
None. This is only a potential negotiation.

Action for the Clerk
None.

Prior Board Action
None.

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-91 **Agenda Date:** 11/18/2025 **Item 5**

HEALTH AND HUMAN SERVICES

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

Detailed Description/Background of Request
The County of Colusa Department of Health & Human Services Housing Department will lease no more than 11 housing units located at the Williams Migrant Center located at 400 Theater Road, Williams, Ca, 95987 for the winter months from November 24, 2025, through March 31, 2026. The purpose of the agreement is to provide additional bridge housing shelter during the coldest months of the year to homeless families. Families will be given a housing unit that is equipped with basic amenities, including heating, bedding, dishware and basic kitchenware, in addition to case management and linkages to Community Based Organizations while efforts are made to find permanent housing.

The program runs from November 2025 through the end of March 2026, ensuring that families have a place to stay during harsh winter weather. In addition to housing, the program offers support services, including case management, access to food resources, and connections to employment and housing assistance. The goal is to provide stability and support, helping families transition to permanent housing solutions while ensuring their safety and well-being during the winter season.

Fiscal Impact/Funding Source
The County shall pay OMS a monthly flat fee of twelve and no/100 dollars ($12.00) per unit per night. Accordingly, the rent per month totals three thousand nine hundred and sixty dollars and no/100 cents ($3,960.00). This amount will be payable on a monthly basis and due on the last day of each month. The total program cost for 128 days will be $16,896.00 (11/24/2025 - 3/31/2026). The Homeless Housing Assistance Program (HHAP) will provide all funding for rent, furniture, utilities and case management. No additional cost to the County General Fund.

Action for the Clerk
Prior FY agreement (C24-210) was approved by the Board on November 12th, 2024 meeting.

Prior Board Action
Approve the agreement and allow the CAO to sign. Forward the signed agreement to

Amilcar Avendaño at DHHS to submit to the DHCD. Please cc Michele Carrasco and Kirill Obraztsov at DHHS.

Attachments:

1. Rvsd_Williams ESP License Agreement (Winter 2025-26) FINAL

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

MIGRANT CENTER LICENSE AGREEMENT FOR EMERGENCY SHELTER PROGRAM

This License Agreement (this "Agreement") is dated as of **October 15, 2025** for reference purposes only, between the Department of Housing and Community Development, a public agency of the State of California (the "Department" or "Licensor"), and **County of Colusa Health & Human Services** a public body corporate and politic ("Licensee").

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

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

RECITALS

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

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

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

SECTION ONE. GRANT OF LICENSE

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

SECTION TWO. DESCRIPTION OF PREMISES

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

Williams Migrant Center
400 Theatre Road
Williams, CA 95987

SECTION THREE. ACCESS TO UNITS

Subject to the terms and conditions set forth in this Agreement, Licensor authorizes the Licensee to use no more than **11 units** on the Premises for the purpose of providing a temporary homeless shelter and associated services to individuals and families (Emergency Shelter Program or ESP). The property is comprised of **100 units.** The Licensee may use space surrounding the units as is needed and reasonable to carry out the purpose of providing temporary homeless shelter and associated services. On or prior to commencement of this Agreement, the Department, in its sole discretion, will designate in writing the units available for Licensee's use.

SECTION FOUR. ON-SITE MANAGEMENT

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

SECTION FIVE. CLEANING AND DISINFECTING PLAN

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

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

SECTION SIX. UTILITIES

Licensee understands and agrees to provide its own utilities as required for its use of the Premises, including water, electrical, gas, and garbage collection. Licensee must convert all utility service to its own name prior to occupying the Premises, and cover all utility costs through **March 31, 2026;** or agree

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

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

SECTION SEVEN. NO ALTERATIONS

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

SECTION EIGHT. INSURANCE

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

SECTION NINE. DURATION OF LICENSE SPECIFIED

Department gives to Licensee the privilege of entering on the above-described Premises to operate the ESP and associated services commencing when this Agreement is fully executed and all prerequisite provisions of this Agreement have been satisfied. This License is to remain valid and in full effect until **March 31, 2026,** unless sooner revoked by the Department in writing pursuant to the terms of this Agreement.

SECTION TEN. RENT AND OTHER INCOME

Licensee shall pay the Licensor, a monthly flat fee without deduction setoff, the sum of twelve and no/100 dollars ($12.00) per unit, per the total amount of authorized units, as described in Section Three. Accordingly, the rent per month totals **three thousand nine hundred and sixty dollars and no/100 cents ($3,960.00).** This amount will be payable on a monthly basis and due on the last day of each month in the manner required by the Department. The Licensor has calculated $12.00 per night per unit as the cost of operating the center. **The total program cost for 128 days will be $16,896.00 (11/24/2025 – 3/31/2026).** Statutorily the Department cannot incur any associated center costs that are not OMS related. The Licensor is granting use of the Premises for Emergency Shelter purposes based on timely payment of the cost of operating the OMS Centers at $12.00 per night, per unit. Licensee has the discretion to use all of the units detailed in Section Three, and accordingly a flat payment will be made for all units.

SECTION ELEVEN. DOCUMENTATION SUBMITTAL TIMELINE

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

SECTION TWELVE. EARLY TERMINATION

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

SECTION THIRTEEN. HOLDING OVER AFTER TERMINATION OF LICENSE

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

SECTION FOURTEEN. CONDITION OF PREMISES NOT WARRANTED

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

SECTION FIFTEEN. INDEMNIFICATION OF DEPARTMENT

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

SECTION SIXTEEN. DESTRUCTION OF PREMISES

Licensee shall keep the units designated to Licensee in good condition and repair. All damage or injury to the Premises from any acts or omissions of Licensee, its employees, agents, guests, and invitees,

shall be promptly repaired by Licensee, at its sole cost and expense to the satisfaction of the Department. The Licensee shall bear the cost to repair or replace property and inventory of any said unit (e.g. mattresses, stoves, door handles, etc.) as a result of any and all damages caused by Licensee or any ESP participants or guests (regardless of whether vetted by the Licensee) that occupy, dwell or visit the unit through the ESP, as all units must be returned to the Licensor in the same condition delivered to Licensee. Licensee and Department will conduct a pre-occupancy walk through to identify any pre-existing damage. A post-occupancy walk through will be conducted on **April 1, 2026** or earlier if Licensee ceases occupancy prior to the termination date. All damages in the pre-occupancy walk through and post-occupancy walk through will be memorialized in a written report, with the Licensee bearing the full responsibility to restore the post-occupancy condition of the Premises to the pre-occupancy condition. If the Premises are not restored to Licensee's pre-occupancy condition by **April 1, 2026,** Licensee shall cover the cost to house the migrant farmworkers that are scheduled to start reporting to the Premises.

SECTION SEVENTEEN. MODIFICATION OF AGREEMENT

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

SECTION EIGHTEEN. ENTIRE AGREEMENT

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

SECTION NINETEEN. NOTICES

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

To Licensor:
Department Name: Department of Housing and Community Development
Office of Migrant Services Program
Address: P.O. Box 952052
Address: Sacramento, CA 94252-2054
Attn: OMS Manager

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

SECTION TWENTY. ASSIGNMENT OF RIGHTS

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

SECTION TWENTY-ONE. GOVERNING LAW

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

SECTION TWENTY-TWO. COMPLIANCE WITH APPLICABLE LAW

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

SECTION TWENTY-THREE. COUNTERPARTS

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

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

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT:

By: _____

Name: _____

Title: _____

COUNTY OF COLUSA, HEALTH & HUMAN SERVICES:

By: _____

Name: _____

Title: _____

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

Williams Migrant Center

Exhibit A

LEGAL DESCRIPTION

Being a portion of the Southeast 1/4 and the Southwest 1/4 of Section 13, T15N., R3W., M.D.B. & M., as described in the deed to Vera H. Carroll, dated February 9, 1943, recorded February 10, 1943, in Book 104, at page 498, Official Records of Colusa County. Said portion is all that part thereof bounded and described as follows: Beginning at the intersection of the South line of that certain County Road known as Husted Lateral Road with the East line of the Southern Pacific Railroad Company right of way; thence along the South line of said County Road, S. 89° 09' 05" E. 741.17 feet; thence S. 56° 33' 02" E. leaving said South line of County Road, 128.86 feet; thence N. 65° 00° 21' E. 90.00 feet to the Westerly right of way line of that certain parcel of land described in a deed from Vera H. Carroll to the State of California, dated September 29, 1967 and recorded December 5, 1967, in Book 352 Official Records, page 356; thence along said Westerly right of way line as follows: S. 24° 59' 39" E. 929.62 feet; thence along the arc of a 4,890.00 foot radius curve to the right, through a central angle of 3° 49' 18" an arc distance of 326.17 feet to the South line of said Carroll parcel; thence along said South line leaving the freeway right of way N. 89° 08' 53" W. 850.00 feet more or less to the East line of said railroad; thence N. 27° 06' 28" W. along said East line, 1,318.76 feet more or less to the point of beginning.

Colusa County

Agenda Request Form

Item ID#: 2025-91 **Agenda Date:** 11/18/2025 **Item 6**

CLERK-RECORDER REGISTRAR OF VOTERS

Adopt a Resolution Appointing Trustees to Westside Water District Pursuant to Elections Code 10515 et seq.

Detailed Description/Background of Request
California Election Code Section 10515et seq. states if, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.
(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

Westside has requested the following appointments:

Westside Water District

4-year term	12/5/2025 – 12/7/2029	Perry Charter
4-year term	12/5/2025 - 12/7/2029	Zachary Dennis

Fiscal Impact/Funding Source
NA

Action for the Clerk
None

Prior Board Action
Copy of Resolution to the County Clerk

Attachments:
1. Resolution appointing Directors to Westside Water District
2. Westside Water District request for appointments

RESOLUTION NO.

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPOINTING DIRECTORS TO DISTRICTS PURSUANT TO ELECTIONS CODE SECTION 10515 ET SEQ.

WHEREAS, California Elections Code Section 10515 et seq. states if, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office;

WHEREAS, the Office of County Clerk and Registrar of Voters of the County of Colusa has reviewed the statement of facts and letter of recommendation submitted by the District;

WHEREAS, pursuant to Section 10515 of the Elections Code the Colusa County Board of Supervisors is required to appoint candidates to offices which qualify under that section of the Elections Code; and

WHEREAS, a letter requesting appointments to the qualifying offices have been submitted by the District and are on file in the Office of the County Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors hereby appoints Special District Directors to office to serve as indicated.

Section 1 - Appointment in-lieu of Election		
Westside Water District		
4-year term	12/5/2025 – 12/7/2029	Perry Charter
4-year term	12/5/2025 - 12/7/2029	Zachary Dennis

PASSED AND ADOPTED this 18th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

October 28, 2025

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

Subject: Board Appointment for Board of Directors Westside Water District

Two Westside Water District Board of Directors were up for election on August 26, 2025. The filing deadline for incumbents and others to declare candidacy was June 4, 2025. Only the incumbents declared candidacy. Therefore, no election was held as no others declared candidacy.

This is a request to have the following two candidates appointed by the Colusa County Board of Supervisors for a four-year term. Directors will take office at 12:00 (noon), on the first Friday in December 2025.

Please appoint the following:

Zachary Dennis
Perry Charter

If you need any additional information, please feel free to contact Mike Urkoz at 530-473-2876.

Sincerely,

Douglas E. Parker

Colusa County

Agenda Request Form

Item ID#: 2025-93 **Agenda Date:** 11/18/2025 **Item 7**

CLERK-RECORDER REGISTRAR OF VOTERS

Adopt a Resolution Appointing Trustee to Reclamation District 479.

Detailed Description/Background of Request
Water Code 50740 provides that if by 5 p.m. on the 54th day prior to a general district election the number of nominees does not exceed the number of trustees to be elected and if a petition signed by 5 percent of the voters requesting that the election be held has not been presented to the board, an election shall not be held. 50741 provides that when no election is held pursuant to Section 50740 then the Board of Supervisors shall appoint those nominated for the positions of trustee, and if no person has been nominated for said position, the Board of Supervisors shall appoint any qualified person or persons. In lieu of the notice provided in Section 50732, notice shall than be published only once stating that the Board of Supervisors will appoint the trustees and that no election will be held. Water Code 50742 provides that if pursuant to Section 50740 a district election is not held, the Board of Supervisors of the county in which the district, or the largest part thereof in area, is situated shall at its next regular meeting appoint to the positions of trustees those persons nominated, or if no persons have been nominated for said positions, the Board of Supervisors shall appoint any qualified person or persons, and such person or persons shall qualify, take office, and serve exactly as if elected at a general district election.

Reclamation District 479 has requested the appointment of individuals in lieu of election as follows:

Reclamation District 479

4-year term	12/5/2025 – 12/7/2029	Derick Strain
4-year term	12/5/2025 – 12/7/2029	Alex Struckmeyer
2-year term	12/5/2025 – 12/3/2027	Jim Wallace

Fiscal Impact/Funding Source
NA

Action for the Clerk
NA

Prior Board Action

Please provide copy of Resolution to the County Clerk

Attachments:

1. Resolution Appointing Trustees to Reclamation 479
2. 2025-09-05 Affidavit of Publication of Notice of Election and Call for N.._
3. 2025-10-03 Affidavit of Publication Notice of Election(5137278.1)
4. RD 479 Letter Requesting Appointment in Lieu of Election(5144042.1)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPOINTING TRUSTEES TO RECLAMATION DISTRICT PURSUANT TO WATER CODE 50742 AND ELECTIONS CODE SECTION 10515 (b).

WHEREAS, Water Code 50742 provides pursuant to Section 50740 a district election is not held, the board of supervisors of the county in which the district, or the largest part thereof in area, is situated shall at its next regular meeting appoint to the positions of trustees those persons nominated, or if no persons have been nominated for said positions, the board of supervisors shall appoint any qualified person or persons, and such person or persons shall qualify, take office, and serve exactly as if elected at a general district election.

WHEREAS, California Elections Code Section 10515 (b) et seq. states if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

WHEREAS, the Office of County Clerk and Registrar of Voters of the County of Colusa has reviewed the letter submitted by the District.

WHEREAS, pursuant to Section 10515 of the Elections Code the Colusa County Board of Supervisors is required to appoint candidates to offices which qualify under that section of the Elections Code; and

WHEREAS, a letter requesting appointments to the qualifying offices have been submitted by the District and are on file in the Office of the County Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors hereby appoints Special District Directors to office to serve as indicated.

Section 1 - Appointment in-lieu of Election		
Reclamation District 479		
4-year term	12/5/2025 – 12/7/2029	Derick Strain
4-year term	12/5/2025 – 12/7/2029	Alex Struckmeyer
2-year term	12/5/2025 – 12/3/2027	Jim Wallace

SIGNATURES ON NEXT PAGE

/ / / / / /

/ / / / / /

PASSED AND ADOPTED this 18th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

Affidavit of Publication

STATE OF CALIFORNIA, COLUSA COUNTY

DOWNEY BRAND LLP
NOTICE OF ELECTION AND CALL FOR NOMINATION PETITIONS RECLAMATION DISTRICT NO 479 BOARD OF TRUSTEES

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of the Colusa County Pioneer Review, a newspaper of general circulation, published in the County of Colusa, to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Colusa, State of California, under the date of September 19, 2017, Case No. CV24253, that the notice of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Dates: SEPTEMBER 5, 2025

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Carol Anderson
Signature

Executed in Colusa, Colusa County, California on

SEPTEMBER 5, 2025
Date

NOTICE OF ELECTION AND CALL FOR NOMINATION PETITIONS RECLAMATION DISTRICT NO. 479 BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN that Reclamation District No. 479 shall hold an all-mail ballot election on November 12, 2025, for the purposes of electing the following positions:

Two (2) Trustees on the District Board of Trustees for a four (4) year term;
One (1) Trustee on the District Board of Trustees for a two (2) year term.

Nominating petitions may be obtained by calling the Secretary of the District at 530-476-3286, or by writing to the District at 6360 Hahn Road, Arbuckle, CA 95912. Nominating petitions may be filed by mail or in person at the above address until 5:00 p.m. on September 19, 2025.

If the number of candidates is equal to or less than the number of available seats, no election will be held and the candidates will be appointed by the County Board of Supervisors.

DATED: August 31, 2025

Derick Strain
Secretary
Reclamation District No. 479

09/05/2025 · CCPR

INVOICE

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Legals
2508 Garfield Avenue, Suite A
Carmichael, CA 95608-6434

Legals@MPG8.com
+1 (916) 773-1111
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Bill to
Deanna Fillon
Downey Brand LLP
621 Capitol Mall 18th Floor
Sacramento, CA 95814

Ship to
Deanna Fillon
Downey Brand LLP
621 Capitol Mall 18th Floor
Sacramento, CA 95814

Invoice details
Invoice no.: 31238
Terms: Due on receipt
Invoice date: 08/29/2025
Due date: 08/29/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Public Notice**	Public Notice - published in the the Colusa County Pioneer week of 9/5 Notice of Election Reclamation District 479 Board of Trustees	7	$27.00	$189.00

Total **$189.00**

Payment -$189.00

Balance due **$0.00**

Paid in Full

Note to customer

Thank you for your business.

DOWNEYBRAND

Nicolas Chapman
nchapman@downeybrand.com
916.520.5466 Direct
916.520.5866 Fax

Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
916.444.1000 Main
downeybrand.com

October 20, 2025

Via E-Mail and U.S. Mail

Ann Nordyke
Chief Clerk of the Board
Colusa County Board of Supervisors
547 Market St., Ste. 102
Colusa, CA 95932
Email: boardclerk@countyofcolusaca.gov

Re: Reclamation District No. 479 - Request for Appointment in Lieu of Election

Dear Clerk of the Board:

This office serves as general counsel to Reclamation District No. 479 ("RD 479"), and on its behalf, respectfully requests that the Colusa County Board of Supervisors appoint Derick Strain, Alex Struckmeyer, and Jim Wallace to the office of Trustee of RD 479 at the next regularly scheduled meeting of the Board of Supervisors.

The terms of all three trustees lapsed and the trustees were serving as holdover trustees per Water Code section 50602. As such, RD 479 published a Notice of General District Election and Call for Nominating Petitions for all three seats on staggered terms: one seat for a two-year term, and two seats for four-year terms. As the number of qualifying nomination petitions did not exceed the number of seats available, no election will be held pursuant to Water Code section 50740. RD 479 thus published a Notice of No Election. Proofs of publication are attached.

Messrs. Strain, Struckmeyer and Wallace are qualified to serve as a Trustee of RD 479 and filed timely nomination petitions. Pursuant to Water Code section 50741, RD 479 submits that the Colusa County Board of Supervisors appoint Messrs. Strain, Struckmeyer, and Wallace to the Office of Trustee of RD 479 to the following terms:

- Messrs. Strain and Struckmeyer to four-year terms commencing December 1, 2025.
- Mr. Wallace to a two-year term commencing December 1, 2025.

Please do not hesitate to reach out should you have any questions.

Sincerely,

DOWNEY BRAND LLP

Nicolas Chapman

Attachments: Proof of Publication
cc: Derick Strain (dstrain@strainranches.com)
Rebecca R.A. Smith (rsmith@downeybrand.com)

5144042.1

Colusa County

Agenda Request Form

Item ID#: 2025-94 **Agenda Date:** 11/18/2025 **Item 8**

BOARD OF SUPERVISORS

Adopt a Proclamation recognizing November 17, 2025 through November 21, 2025 as California Clerk of the Board of Supervisors week.

Detailed Description/Background of Request
A letter was received from the President of the California Clerk of the Board of Supervisors Association requesting support of an agenda item for the Board's consideration to proclaim November 17, 2025 through November 21, 2025 as California Clerk of the Board of Supervisors Week.

In California, the Clerk of the Board satisfies numerous statutory and locally mandated requirements and serves as the official record keeper of actions taken by each County's Board of Supervisors. Our proud profession is a time-honored and vital component of effective, transparent local governance. Each Clerk of the Board and their respective office provides with the highest integrity and respect for the public's business as we carry out the provisions of our role with quiet, steadfast determination and always with great pride.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Adopted annually.

Prior Board Action
Send electronic copy of signed Proclamation to Lynna Monell lmonell@cob.sbcounty.gov.

Attachments:
1. 2025 CCBSA Clerk of the Board Letter
2. 11-18-25 Clerk of the Board Week

Patricia Rodriguez

From: Monell, Lynna <lmonell@cob.sbcounty.gov>
Sent: Wednesday, October 29, 2025 5:03 PM
Subject: Proclamation Request - Clerk of the Board Week
Attachments: Draft-Proclamation-COB-Week-2025.docx

Warning: Unusual sender <lmonell@cob.sbcounty.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Greetings Honorable Chair,

It is my distinct privilege to reach out to you today to request your support for an agenda item for your Board's consideration: proclaiming November 17-21, 2025, as California Clerk of the Board of Supervisors Week.

In California, the Clerk of the Board fulfills numerous statutory and locally mandated requirements and serves as the official record keeper of actions taken by each County's Board of Supervisors. I am confident you have come to recognize the broad scope of services each Clerk of the Board and their respective office provides with the highest integrity and respect for the public's business. We carry out the provisions of our role with a quiet, steadfast determination and always with great pride.

As you will find in the enclosed customizable Proclamation, our proud profession is a time-honored and vital component of effective, transparent local governance. Please consider a Proclamation to recognize California Clerk of the Board of Supervisors Week at a meeting of the Board. We also ask that your Clerk transmit an electronic copy of the signed Proclamation to our organization so your county can be recognized as an official supporter of your Clerk and, by extension, Clerks in all 58 California Counties.

On behalf of the California Clerk of the Board of Supervisors Association, I extend our collective gratitude for your service, and that of your colleagues, to your County and the great State of California.

With sincere thanks,

Lynna Monell
2025 CCBSA President
Clerk of the Board
Clerk of the Board of Supervisors
Phone: 909-387-3848
Fax: 909-387-4554
385 N. Arrowhead Ave., 2nd Fl
San Bernardino, CA 92415

SAN BERNARDINO COUNTY

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov
County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS RECOGNIZING NOVEMBER 17-21, 2025 AS CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS WEEK

WHEREAS, California counties provide many services that are essential to the lives of Californians; and

WHEREAS, the position of the Clerk of the Board of Supervisors (Board) plays an integral role in the function of California County government; and

WHEREAS, the Clerk of the Board performs many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

WHEREAS, the work performed by Clerks of the Board is a time-honored and vital part of local government; and

WHEREAS, the Clerks duties of record keeping is revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

WHEREAS, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

WHEREAS, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Colusa does herewith proclaim the week of November 17-21, 2025 as "*California Clerk of the Board of Supervisors Week"* in recognition of the high level of services bestowed upon the people of Colusa County and the people of California by Clerks of the Board.

PASSED AND ADOPTED this 18th day of November, 2025

_____

Daurice K. Smith, Chair
Colusa County Board of Supervisors

Colusa County

Agenda Request Form

Item ID#: 2025-97 **Agenda Date:** 11/18/2025 **Item 9**

BEHAVIORAL HEALTH (BH)

Approve First Modification with **Precision West Telecommunications, Inc. dba Precision West Technologies** for monthly camera monitoring services.

Detailed Description/Background of Request
On October 7, 2025, the Board of Supervisors approved the monthly monitoring services contract, C25-195, for the new camera system at Behavioral Health, located at 162 E. Carson Street, Colusa.

Following Board approval, the Contractor contacted staff regarding Section 9(D) - Professional Liability Insurance (Errors and Omissions) of the agreement, which states:

"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."

When the Request for Bids (RFB) was originally issued, the County's standard insurance requirement was $1,000,000, not $2,000,000. The County's insurance thresholds were later updated to $2,000,000, and the higher limit was inadvertently included in this contract due to a staff oversight during preparation.

Staff is therefore requesting approval of this first contract modification to correct the insurance requirement and align it with the original RFB specifications of $1,000,000 in aggregate coverage.

Fiscal Impact/Funding Source
The monthly cost for the cloud storage, licensing for the cameras, and access to the video management system is $1,261.98.

Action for the Clerk
C25-195

Prior Board Action
Please number contract, obtain signatures and forward to:

Precision West Technologies
4231 Pacific St., Suite 3
Rocklin, Ca, 95677

Attachments:

1. 1st Modification_Precision West Technologies
2. C25-195 Precision West Technologies

First Modification Camera Monitoring Contract

This First Modification of the Camera Monitoring contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and Precision West Telecommunications, Inc. dba Precision West Technologies ("Contractor"), a California Corporation.

Background

On October 7, 2025, the parties executed Contract C25-195 for the Contractor to provide County with monthly camera monitoring services.

The parties now want to modify the Contract to modify insurance.

Modification

The parties agree to modify the Contract effective October 7, 2025, as follows:

1. Section 9 (D) Insurance: Professional Liability Insurance (Errors and Omissions) is modified by decreasing coverage from $2,000,000 to $1,000,000.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

PRECISION WEST TELECOMMUNICATIONS, INC. DBA PRECISION WEST TECHNOLOGIES

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

CAMERA MONITORING CONTRACT

This Camera Monitoring contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Precision West Telecommunications, Inc. dba Precision West Technologies ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to provide County with monthly recurring services, as more specifically detailed in Attachment "A."

1. **Term:** This Contract shall begin once the Notice of Completion has been issued for the Security Camera Contract C25-167, and shall continue through June 30, 2030, with the option to extend for an additional 24 months.

2. **Compensation:** County will pay Contractor compensation in the amount provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Billing details are more specifically detailed in Attachment "A." Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

4. **Confidentiality:** Contractor acknowledges that, in the performance of services under this Contract, it may have access to or receive information that is confidential and protected under state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), its implementing regulations (45 CFR Parts 160 and 164), California Welfare & Institutions Code §§ 5328 and 10850, and any other applicable privacy and confidentiality statutes or regulations.

    A. Contractor agrees that all such information, including but not limited to any video, audio, or electronic recordings, shall be maintained in strict confidence and shall not be used or disclosed except as necessary to perform the services under this Contract and in compliance with applicable law. Contractor shall implement and maintain appropriate administrative, physical, and technical safeguards to ensure the privacy and security of all confidential information.

B. Contractor shall immediately notify the County of any actual or suspected unauthorized access, use, or disclosure of confidential information and shall cooperate fully with the County in investigating and mitigating any such incident. The obligations set forth in this section shall survive the expiration or termination of this Contract.

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

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

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

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

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

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

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

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

granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

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

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

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

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

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

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

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage

provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to County:	Behavioral Health Department Attn: Director 162 E Carson St. Colusa, Ca, 95932
If to Contractor:	Precision West Technologies 4231 Pacific St., Suite 3 Rocklin, Ca, 95677

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of

Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

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

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

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

    A. Attachment – Exhibit "A" Fee Schedule and Billing Information

COUNTY OF COLUSA

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

PRECISION WEST TELECOMMUNICATIONS, INC. DBA PRECISION WEST TECHNOLOGIES

Signature Date: 10-13-25
Mark Savickas, President
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy

PRECWES-02 RMYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bender Insurance Solutions 516 Gibson Drive Suite 240 Roseville, CA 95678	CONTACT NAME. PHONE (A/C, No, Ext) (916) 380-5300 FAX (A/C, No) (916) 380-5206 E-MAIL ADDRESS.	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Hartford Underwriters Insurance Company	30104
INSURED Precision West Telecommunications, Inc. DBA: Precision West Technologies, Inc. 4231 Pacific Street, Unit #3 Rocklin, CA 95677	INSURER B Hartford Accident and Indemnity Company	22357
	INSURER C Insurance Company of the West	27847
	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 GEN'L AGGREGATE LIMIT APPLIES PER. POLICY X PRO-JECT LOC OTHER	X	X	57SBAAX3BRC	10/30/2024	10/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	57UECBB9376	10/30/2024	10/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			57SBAAX3BRC	10/30/2024	10/30/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WSA5035835-08	2/1/2025	2/1/2026	X PER STATUTE OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured applies per the attached: County of Colusa, its elected officials, officers, employees, agents and volunteers as required per written contract

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership However, the Named Insured does not include any newly formed or acquired organization

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization

B Employees as Insureds

Paragraph A 1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add

d Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs

C. Lessors as Insureds

Paragraph A 1 - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add

e The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire

D Additional Insured if Required by Contract

(1) Paragraph A 1 - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add

f When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a or b of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto "

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of

(a) The limits of insurance specified in the written contract or written agreement, or

(b) The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2 - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured

E Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1 D - Additional Insured If Required by Contract, the following provisions apply

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5 d

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, by the method described in Other Insurance 5 d

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire

The OTHER INSURANCE Condition is amended by adding the following

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance

3 AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees"

Coverage is excess over any other collectible insurance

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit

The most we will pay for "loss" to any hired "auto" is

(1) $100,000,

(2) The actual cash value of the damaged or stolen property at the time of the "loss", or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage No deductible applies to "loss" caused by fire or lightning Hired Auto Physical Damage coverage is excess over any other collectible insurance Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident"

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households

5 PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A 4 a of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000

6 LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges, lease termination fees, security deposits not returned by the lessor, costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease, and carry-over balances from previous loans or leases

7. AIRBAG COVERAGE

Under Paragraph B EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a The exceptions to Paragraphs B 4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following

Exclusions **4 c** and **4 d** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto",

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto",

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system

b Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment,

(2) Removable from a permanently installed housing unit as described in Paragraph 2 a above or is an integral part of that equipment, or

(3) An integral part of such equipment

c For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less

9 EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you

10 GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

No deductible applies to glass damage if the glass is repaired rather than replaced

11 TWO OR MORE DEDUCTIBLES

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

If another Hartford Financial Services Group, Inc company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived,

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible

12 AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2 a - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to

(1) You, if you are an individual,

(2) A partner, if you are a partnership,

(3) A member, if you are a limited liability company, or

(4) An executive officer or insurance manager, if you are a corporation

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure

14 HIRED AUTO - COVERAGE TERRITORY

Paragraph e of GENERAL CONDITIONS 7 - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following

e For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to

15 WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these

17 EXTENDED CANCELLATION CONDITION

Paragraph 2 of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows

a If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000

For the purposes of the coverage provision,

a A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas

b A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto

19 VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000 For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

1. The following provision is added to Paragraph **2 Aggregate Limits**

The General Aggregate Limit under Section **D LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects"

2 The following provision is added to Paragraph **2 Aggregate Limits**

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit

B The following changes are made to Section **F LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1 The following definition is added

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard" All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables

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2 Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury"

a Any Insured

To any insured, except "volunteer workers"

b Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured

c Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies

d Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard"

g Business Liability Exclusions

Excluded under Business Liability Coverage

C WHO IS AN INSURED

1 If you are designated in the Declarations as

a An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner

b. A partnership or joint venture, you are an insured Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business

c A limited liability company, you are an insured Your members are also insureds, but only with respect to the conduct of your business Your managers are insureds, but only with respect to their duties as your managers

d An organization other than a partnership, joint venture or limited liability company, you are an insured Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors Your stockholders are also insureds, but only with respect to their liability as stockholders

e A trust, you are an insured Your trustees are also insureds, but only with respect to their duties as trustees

2 Each of the following is also an insured

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business

However, none of these "employees" or "volunteer workers" are insureds for

(1) "Bodily injury" or "personal and advertising injury"

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business,

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above,

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above, or

(d) Arising out of his or her providing or failing to provide professional health care services

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services

(2) "Property damage" to property

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

b Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager

c Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only

(1) With respect to liability arising out of the maintenance or use of that property, and

(2) Until your legal representative has been appointed

d Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such That representative will have all your rights and duties under this insurance

e Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance

3 Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization However

a Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, and

b Coverage under this provision does not apply to

(1) "Bodily injury" or "property damage" that occurred, or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization

4 Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability However, no person or organization is an insured with respect to

a "Bodily injury" to a co-"employee" of the person driving the equipment, or

b "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision

5 Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability

However, no person or organization is an insured with respect to

a. "Bodily injury" to a co-"employee" of the person operating the watercraft, or

b "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a** through **f** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F** – Optional Additional Insured Coverages

a Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"

(1) The insurance afforded to the vendor is subject to the following additional exclusions

This insurance does not apply to

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,

(b) Any express warranty unauthorized by you,

(c) Any physical or chemical change in the product made intentionally by the vendor,

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf However, this exclusion does not apply to

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**, or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products

b Lessors Of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment

c Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises, or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization

d Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, 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

(a) In connection with your premises, or

(b) In the performance of your ongoing operations performed by you or on your behalf

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, architectural or engineering activities

e Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality, or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard"

f Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a** through **e** above, 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

(a) In the performance of your ongoing operations,

(b) In connection with your premises owned by or rented to you, or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured, and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications, or

(b) Supervisory, inspection, architectural or engineering activities

The limits of insurance that apply to additional insureds are described in Section **D** – Limits Of Insurance

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E** – Liability And Medical Expenses General Conditions

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1 The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of

a Insureds,

b. Claims made or "suits" brought, or

c Persons or organizations making claims or bringing "suits"

2 Aggregate Limits

The most we will pay for

a Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations

b Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion

3 Each Occurrence Limit

Subject to **2.a.** or **2 b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations

4 Personal And Advertising Injury Limit

Subject to **2 b** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations

5 Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these

6 How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision, or

b The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit" However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3** above

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1 Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part

2 Duties In The Event Of Occurrence, Offense, Claim Or Suit

a Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim To the extent possible, notice should include

(1) How, when and where the "occurrence" or offense took place,

(2) The names and addresses of any injured persons and witnesses, and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense

b Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must

(1) Immediately record the specifics of the claim or "suit" and the date received, and

(2) Notify us as soon as practicable

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable

c Assistance And Cooperation Of The Insured

You and any other involved insured must

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",

(2) Authorize us to obtain records and other information,

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit", and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply

d Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

e Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance

f Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a** and **b** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to

(1) You or any additional insured that is an individual,

(2) Any partner, if you or an additional insured is a partnership,

(3) Any manager, if you or an additional insured is a limited liability company,

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation,

(5) Any trustee, if you or an additional insured is a trust, or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity

This Paragraph **f** applies separately to you and any additional insured

3 Financial Responsibility Laws

a When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law

b With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law We will provide the required limits for those coverages

4 Legal Action Against Us

No person or organization has a right under this Coverage Form

a To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative

5 Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies

a As if each Named Insured were the only Named Insured, and

b Separately to each insured against whom a claim is made or "suit" is brought

6 Representations

a When You Accept This Policy

By accepting this policy, you agree

(1) The statements in the Declarations are accurate and complete,

(2) Those statements are based upon representations you made to us, and

(3) We have issued this policy in reliance upon your representations

b Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure

7 Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows

a Primary Insurance

This insurance is primary except when **b** below applies If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below

b Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work",

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner,

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner,

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g** of Section **A** – Coverages

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k** of Section **A** – Coverages

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance, or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary If other insurance is also primary, we will share with all that other insurance by the method described in **c** below

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part

c Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

8 Transfer Of Rights Of Recovery Against Others To Us

a Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us The insured must do nothing after loss to impair them At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them This condition does not apply to Medical Expenses Coverage

b Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Colusa County

Agenda Request Form

Item ID#: 2025-114 **Agenda Date:** 11/18/2025 **Item 10**

LIBRARY

Approve the California Library Literacy Services Grant Agreement and authorize the Library Director to sign the Fiscal Year 2025-2026 Award Agreement and the accompanying Mid-Year Report.

Detailed Description/Background of Request
Since 1986, the Colusa County Free Library has received annual grant funding from the California State Library to support Family and Adult Literacy services, literacy programming, the Literacy Coordinator position, and overall library operations.

For the 2025-2026 fiscal year, the Library has been awarded $52,581.00 through this ongoing grant program.

The Library Director is requesting approval of the Grant Agreement and authorization to sign the Fiscal Year 2025-2026 Award Agreement and the accompanying Mid-Year Report, as required to receive and administer these funds.

Fiscal Impact/Funding Source
Grant revenue in the amount of $52,581.

Action for the Clerk
Grant has been received since 1986.

Prior Board Action
Please number the agreement.

Attachments:
1. CLLS-25-20_Colusa_County_Free_Library_Literac

Docusign Envelope ID: 10A75A8B-1185-434D-A8A4-F5F5DC2CC8C1

CALIFORNIA STATE LIBRARY

16 September 2025

Stacey Costello
Colusa County Free Library
738 Market Street
Colusa, CA 95932

Dear Stacey Costello,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

Your total award amount for the 2025-2026 fiscal year beginning July 1, 2025, is:

In Process

- Adult Literacy and Family Literacy Services: $52,581
- **Total Award: $52,581**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2025-2026 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2025-2026 project period.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: $47,323**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2026. You must fully expend funds by September 30, 2026, or by the final report due date, in accordance with your approved budget on file with the State Library. Encumbered funds are those that have been deposited in the

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services website.

In Process

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Lisa Lindsay and your Grant Monitor Allyson Jeffredo at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Lisa Lindsay, lisa.lindsay@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Pamela DaGrossa, pdagrossa@countyofcolusa.com

Enc: Re: CLLS25-20: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

Library – Courts Building
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CALIFORNIA STATE LIBRARY

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS25-20
Library/Organization:	Colusa County Free Library
Project Title:	California Library Literacy Services
Award Amount:	$52,581
Start Date:	July 1, 2025
End Date:	September 30, 2026
NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.	

In Process

GRANT AWARD INFORMATION

You can access your full grant award information and manage your grant through the grant management system, AmpliFund.

NOTE: You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than May 31 of the project period.

REPORTING

California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report	Due January 31, 2026
Final Report	Due September 30, 2026

Reports will be submitted through the AmpliFund grant management system. You can find support documents on the California State Library's Manage Your Current Grant page.

PAYMENTS

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
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NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2025, in which the funds are awarded until September 30 of the following year or when the final report is due.

CONTACT

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Allyson Jeffredo
Monitor Phone Number:	916-603-6709
Monitor Email Address:	allyson.jeffredo@library.ca.gov
Program Consultant:	Lisa Lindsay
Consultant Phone Number:	916-603-6708
Consultant Email Address:	lisa.lindsay@library.ca.gov

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STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

Docusign Envelope ID: 10A75A8B-1185-434D-A8A4-F5F5DC2CC8C1



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In Process

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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Colusa County Free Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS25-20

This Award Agreement ("Agreement") is entered into on July 1, 2025, by and between the California State Library ("State Library") and Colusa County Free Library, ("Grantee").

In Process

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $52,581 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2025, and ends June 30, 2026. The project's final expenditure date is September 30, 2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2026, and all eligible program costs must be incurred by this date.

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B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
    - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
    - Make financial records available to the State Library upon request.
    - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
    - Prepare and submit required narrative and financial reports.
    - Procure equipment, and other supplies as needed for the project.
    - Issue contracts for services, personnel, and consultants as needed for the project.
    - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
    - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

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Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2026
July 1 - June 30	Final Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deem necessary by the State Library to monitor compliance and/or perform program

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evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

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8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

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EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the California Accessibility Standards. Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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"Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

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a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

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8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Colusa County Free Library
Stacey Costello
738 Market Street
Colusa, CA 95932
scostello@countyofcolusa.com

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
Allyson.jeffredo@library.ca.gov
916-603-6709

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10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

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Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) 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 all of the following:
        1) The dangers of drug abuse in the workplace.
        2) The Grantee's policy of maintaining a drug-free workplace;
        3) Any available counseling, rehabilitation and employee assistance programs.
        4) Penalties that may be imposed upon employees for drug abuse violations.
    c. Require that every employee who works on the Agreement will:
        1) Receive a copy of the Grantee's drug-free workplace policy statement.
        2) Agrees to abide by the terms of the Grantee'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 grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with 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 grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

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determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

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25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

28. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide

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any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $52,581 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

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harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

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Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

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e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

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a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

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d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

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40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

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45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

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50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
    d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
    e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
        - $47,323 upon execution of the agreement and submission of claim by the grantee organization.
        - A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $5,258.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

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53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

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55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with

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that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

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59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $52,581. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee 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;

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2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

a. 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.
b. 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):

a. 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.
b. 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.

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If Grantee violates any provisions of above paragraphs, such action by Grantee 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)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee 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*.)

11. **RESOLUTION:** For awards totaling $350,000 or more, 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.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

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16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

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EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in Sections 18880-18883 of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
    a. California Library Literacy Services programs must use the Roles and Goals framework to implement and evaluate their literacy services.
    b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
    c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
    d. California Library Literacy Services programs must align with the following program values:
        i. California Library Literacy Services is library based;
        ii. California Library Literacy Services is a core library service;
        iii. California Library Literacy Services is learner-driven;
        iv. California Library Literacy Services is community-focused;
        v. California Library Literacy Services is volunteer-supported;
        vi. California Library Literacy Services staff is professionally engaged; and
        vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously

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included in public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the Family Literacy Evaluation Framework.

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name: Stacey Costello	**Title**: Director
Email: scostello@countyofcolusa.com	**Phone**:
Signature:	**Date**:

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Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing: Stacey Costello	**Title**: Director
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: BDA50981C41C416...	**Date**: 10/1/2025
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

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15 September 2025

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

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CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
1st PAYMENT

Grant Award #:	CLLS-25-20	**Date:**	
Invoice #:	CLLS-25-20-01	**PO #:**	8259
Payee Name:	Colusa County Free Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:	Street Address, City, State, Zip Code (Warrant will be mailed to this address)		
Amount Claimed:	$47,323 (Payable Upon Execution of Agreement)	**Type of Payment:**	☒ PROGRESS
Grantee Name:	Colusa County Free Library (Name on Award Letter and Agreement)		☐ FINAL ☐ IN FULL
Project Title:	California Library Literacy Services		☐ AUGMENT
	For Period From: upon execution to end of grant period		

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CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Stacey Costello
(Print Name)

Director
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2025
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-213-0001, Chapter 4, Statutes of 2025
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

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Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Ca. State Library	Admin/Accounting

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
900 N Street		916-603-7157

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Colusa County

Agenda Request Form

Item ID#: 2025-124 **Agenda Date:** 11/18/2025 **Item 11**

BOARD OF SUPERVISORS

Ratify Proclamation Honoring Fire Chief Casey Cox Upon His Retirement.

Detailed Description/Background of Request
Ratify proclamation honoring Arbuckle Fire Chief Casey Cox

Fiscal Impact/Funding Source
None

Action for the Clerk
None

Prior Board Action
Save Prolamation in Laserfiche

Attachments:
1. Casey Cox Proclamation

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS HONORING FIRE CHIEF CASEY COX UPON HIS RETIREMENT

Whereas, Mr. Casey Cox became a member of the Arbuckle-College City Fire Protection District in 1982 serving alongside his father, Chief Gary Cox until 1987, and

Whereas, after serving the community for 5 years Mr. Cox was promoted to Captain in 1987, and

Whereas, during his tenure as Captain, Mr. Cox became a husband and a father of a beautiful baby girl, and

Whereas, Mr. Cox served as Captain from 1987 to 1996 when he was promoted to Fire Chief and served 29 years as the Chief, and

Whereas, Chief Cox served as Vice-Chairman of the Colusa County Fire Chiefs Association from January 2009 to December 2015, and

Whereas, Chief Cox served as President of the Colusa County Fire Chiefs Association from 2016 to 2025, and

Whereas, Chief Cox served as the Colusa County OES Fire and Rescue 1st Alternate Coordinator for many years, and

Whereas, in 2024 Chief Cox was awarded the Ronny J. Coleman Fire Chief of the year by the California Fire Chief's Association, and

Whereas, Chief Cox carried out the mission of the department; to serve and protect the citizens of our district with the highest level of professionalism, and

Whereas, Chief Cox has been a distinguished leader, an exemplary role model, and a selfless Fire Chief and friend to many.

NOW, THEREFORE, BE IT PROCLAMED that the Colusa County Board of Supervisors extends their sincere appreciation to Chief Casey Cox for his service to the District for the past forty-three years of dedicated service and personal commitment to the District, and its citizens.

J. Merced Corona, District I

Daurice K. Smith, District II

Kent S. Boes, District III

Randy Wilson, District IV

Janice A. Bell, District V

Colusa County

Agenda Request Form

Item ID#: 2025-127 **Agenda Date:** 11/18/2025 **Item 12**

COUNTY ADMINISTRATIVE OFFICE

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

Detailed Description/Background of Request
The County has an interest in purchasing the real property located at 237 Cynthia Drive, Colusa and 721 Sioc St., Colusa, Ca. In order to evaluate the possible terms of any such purchase, this agenda item seeks the appointment of the Assistant County Administrative Officer and County Counsel as real property negotiators for the property.

Fiscal Impact/Funding Source
If a property is purchased, it will be fully funded by the State of California through the Behavioral Health Bridge Housing Program administered by the State Department of Health Care Services.

Action for the Clerk
None

Prior Board Action
None.

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-148 **Agenda Date:** 11/18/2025 **Item 13**

BOARD OF SUPERVISORS

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

Detailed Description/Background of Request
The Yuba County Clerk is requesting the Board adopt the Proclamation honoring Cindy Newton upon her retirement. This will be a collaborative effort by Glenn, Sutter, Yuba and Colusa counties.

The Proclamation will be presented on December 11, 2025.

Fiscal Impact/Funding Source
None.

Action for the Clerk

Prior Board Action
Have Chair sign Proclamation.

Attachments:
1. 11-18-25 Proclamation Cindy Newton

HONORING NORTH CENTRAL COUNTIES CONSORTIUM EXECUTIVE DIRECTOR CINDY NEWTON

WHEREAS, Cindy Marie Newton was born in Marysville, California. She later graduated from Marysville High School, and earned her Associate's degree from Yuba College. Cindy graduated from California State University, Chico, in 1982, furthering her education with a Bachelor of Arts degree in Social Welfare; and

WHEREAS, Cindy's career in public service began in July 1983 when she started as an Eligibility Worker with Yuba County's Social Services department. She continued her work with Yuba County as a Training and Employment Counselor II and III, as well as Supervisor; and

WHEREAS, in November 1989, Cindy joined North Central Counties Consortium, starting as a Program Analyst, and later promoting to the Senior Program Analyst, and then Program Director; and

WHEREAS, having developed a great depth of knowledge about the workforce system, Cindy became Executive Director of North Central Counties Consortium in 2017. While serving in this capacity, Cindy and her team compete for several grants each year, and oversee approximately 12 million dollars annually to support the America's Job Centers in the counties of Colusa, Glenn, Sutter, and Yuba. These funds assist job seekers with education and training opportunities, while helping employers find skilled workers; and

WHEREAS, after more than 42 years of dedicated service to her community, 36 of those years with the North Central Counties Consortium, Cindy will retire from her Executive Director position on December 30, 2025. Cindy's dedication to the program is unmatched. She has worked many late hours and weekends to ensure its success in support of the community she has served. During her retirement, Cindy plans to golf more, and spend time with her great nephew Brandon, and grandson, Briggs.

NOW, THEREFORE, BE IT PROCLAIMED, that we honor and celebrate Cindy Newton's exceptional leadership at North Central Counties Consortium, where her compassionate spirit, tireless dedication, and genuine love for our community has created a lasting legacy of positive change that will benefit our region for generations to come.

_____
Daurice Kalfsbeek Smith, District 2
County of Colusa

_____
Jim Yoder, District 4
County of Glenn

_____
Karm Bains, District 4
County of Sutter

_____
Renick House, District 2
County of Yuba

Colusa County

Agenda Request Form

Item ID#: 2025-131 **Agenda Date:** 11/18/2025 **Item II.1**

HUMAN RESOURCES

Approve Memorandum of Understanding (MOU) with the **Colusa County Management Coalition (CCMC)**, effective October 1, 2025.

Detailed Description/Background of Request
Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 Et seq.) and the Colusa County Personnel Rules, County representatives have met and conferred with representatives of the Colusa County Management Coalition (CCMC) regarding the wages, hours and working conditions of those County employees assigned to the General and Safety Bargaining Units. These negotiations have resulted in tentative agreements which have been ratified by the CCMC membership. Draft Memoranda of Understanding ("MOU" or "MOUs") with both of these bargaining units are now being presented to the Board for consideration and final approval.

Each agreement is consistent with the bargaining authority granted by the Board to its representatives in these negotiations. The overall "theme" of the agreements is to build upon previously adopted recruitment and retention strategies while working within the County's fiscal constraints. Collectively, they support the County's commitment to provide responsive, quality governmental services in a fiscally responsible manner. The agreement highlights are as follows (details of each provision are contained in the attached MOUs):

General Unit

- **Term:** 2 years beginning October 1, 2025 and ending September 30, 2027.
- **Salaries / Wages:** In lieu of a COLA in 2025 & 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.
    - The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will

issue this payment as a separate check from normal wages.

- **Salaries / Bilingual Pay:** Adjust bilingual pay to recognize two levels of proficiency. Qualified employees will receive the current rate of $80 per month for Level I (speaking only) and $100 per month for Level II (speaking, reading, and writing).

- **Out-of-Class Assignments:** Employees temporarily assigned to perform duties of a higher-level classification will receive a 5% pay differential for each day the higher-level duties are performed.

- **Holidays:** The County declares Christmas Eve and Juneteenth be added into the existing holiday schedule.

- **Holidays / Floating Holiday**: Employees covered by this Agreement may, each fiscal year, select one floating holiday not identified as a holiday in the MOU (Article VI-B); to be codified in each unit MOU.

- **Holidays / Declared:** The County will recognize newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after execution of this contract, provided the holiday is not designated as a permanent, recurring federal holiday observed, nationally. Permanent, recurring federal holidays must be bargained.

- **Vacation Leaves:** Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year or elect such cash conversion to be deposited into a deferred compensation account in the employee's name.

- **Vacation Leave / Medical and Family Leave**: Employees may choose to retain up to forty (40) hours of vacation while on approved Medical and Family Leave lasting more than three (3) days, allowing them to move into unpaid status before exhausting all vacation time. If no election is made, paid leave will run concurrently for the duration of the leave.

- **Leaves / Management Leave:** Employees are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year from the first day of the first full pay period in January; no carry-over and not eligible for cash-out.

- **Health and Welfare / Cafeteria Plan:**

  Employees Hired Before January 1, 2013.

  Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

- For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is equivalent to the actual premium, for employee only coverage based upon CalPERS Gold.
- For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.
- For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

Employees Hired After December 31, 2012

- Effective December 1, 2025 and each December 1st thereafter, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:
  - For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold plan.
  - For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold plan.
  - For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold plan.

In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

- **Retirement - 457 Deferred Compensation Plans:** The County will increase the contribution by $30, $40, and $50 respectively, at each tier, which will allow for a

maximum contribution from the County of one-hundred dollars ($100.00) per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

- Employees with up to seven (7) years of County service, $60.00 per month.
- Employees with seven (7) to fifteen (15) years up to $80.00 per month.
- Employees with more than fifteen (15) years up to $100.00 per month.

- **Health Reimbursement Arrangement (HRA)**: The County will increase the contribution from $50 to $75 per month into individual qualified HRA accounts for each active employee.

- **Bereavement Leave**: After five (5) days the employee may use any paid leave for bereavement. Previously, employees were limited to using sick leave. Employee may be asked to provide proof of death within thirty (30) days.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, or to clean-up the Personnel Rules.

Safety Unit

In addition to the General Unit terms above, the Safety Unit has the following additions (with details of each provision contained within the attached MOUs):

- **Salaries / Wages — Equity Adjustments:** The County will adjust the compaction between the Sergeants and the Lieutenants classifications in the amount of 5%, effective October 1, 2025.

Job Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS10	MGS12	5.00%

- **Uniform Allowance:** The County will increase the uniform allowance for Sheriff's Lieutenants and the Assistant Sheriff by $55 to $75 monthly, effective October 1, 2025.

Fiscal Impact/Funding Source

The approximate fiscal year 2025-26 cost of these MOUs will be approximately $227,966. Of this amount, about $128,967 will be charged to the General Fund. This expense is budgeted in the FY25-26 adopted budget contingencies account. Any expenses above funds in contingencies will be drawn from LATCF (Local Assistance and Tribal Consistency Funds) to cover those expenses.

The new cost in Fiscal Year 2026-27 will be approximately $224,777. Of this amount about $135,430 will be charged to the General Fund. The FY 2026-27 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2027-28 will be approximately $56,194. Of this amount about $33,858 will be charged to the General Fund. The FY 2027-28 costs will be included in the budget.

Action for the Clerk
None.

Prior Board Action
Obtain necessary signatures.

Attachments:
1. CCMC GENERAL MOU 2025-2027 FINAL MOU
2. CCMC Safety MOU 2025-2027 FINAL MOU
3. CCMC GENERAL MOU 2025-2027 FINAL DRAFT REDLINES
4. CCMC Safety MOU 2025-2027 FINAL DRAFT REDLINES
5. CCMC SAFETY MOU 2025-2027 Appendix A ATTACHMENT

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(General Bargaining Unit)

TERM
October 1, 2025 – September 30, 2027

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the

pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

1. This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who

will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. One-time Lump Sum Payment: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

    The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

2. Re-Opener Clause: The County and the CCMC shall have the option to reopen negotiations solely on Article V-Salaries, subsection (A) including general salary increases, COLA, and lump sum payments by providing a written request to either party no later than September 1, 2026.

3. Me-too Clause: During the term of this Memorandum of Understanding (MOU), if the County grants an across-the-board, lump sum or uniform wage/salary increase to any employee or defined group of employees, including but not limited to members of recognized bargaining units, unrepresented employees, the County shall extend the same across-the-board, lump sum or wage/salary increase to all employees covered by this MOU, effective on the same date. This provision does not apply to regularly scheduled step increases, pre-existing contractually mandated increases, legally mandated salary increases, or increases granted in exchange for a reduction in existing benefits *and/or specialty pays per bargaining unit.* For the purposes of this provision, an across-the-board, lump sum or uniform wage/salary increase includes increases calculated as a percentage of existing wages/salaries, fixed dollar amounts, formula-based adjustments, or tiered increases within identifiable employee classifications or groups. This provision excludes reclassifications and salary range adjustments for individual classifications.

B. Bilingual Pay

1. Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of

proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language. ;

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower-level job class that is directly related to the vacant position.
   For purposes of this section, "vacant position" does not refer to a position that is temporarily available due to an employee's leave of absence.
2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with the Colusa County Personnel Rules.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

E. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as "New Year's Day."
- The third Monday in January, known as "Martin Luther King, Jr. Day."
- February 12th, known as "Lincoln Day."
- The third Monday in February, known as "Presidents' Day."
- March 31st, known as "Cesar Chavez Day."
- The last Monday in May, known as "Memorial Day."
- June 19th, known as "Juneteenth"

- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve.”
- December 25th, known as “Christmas Day.”
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. Scope: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. Holiday Scheduling: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. Board Approval: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the

employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25 for a 37.5-hour week.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Employees who are compensated for unused sick leave pursuant to paragraphs (b)(i) through (b)(iv) above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1) For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

2. Bereavement leave will be granted in the case of death in the immediate family (spouse, registered domestic partner, parents, children, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, adopted, foster and step members are also included; the family members of a registered domestic partner will have the same status as the family members of a spouse) of the employee or spouse as follows:

   a. Five (5) days per death in the immediate family;

   b. After five (5) days the employee may use any paid leave for bereavement;

3. Bereavement leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value and must be used within three (3) months of the death unless approved in writing by the HR Director due to extenuating circumstances (i.e. pandemic, natural disaster, etc.).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave

account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory Minimum Employer Contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is equivalent to the actual premium, for employee only coverage based upon CalPERS Gold.

      For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

      For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

   b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

   c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

    b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

    a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

    b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the

County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a) Miscellaneous
- 3% @ 60 retirement formula
- Single highest year compensation

- Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.

   1) Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

ii. For employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

iii. For employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

D. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

   a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

   b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

      1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

      2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

      3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

      4) Terminations will remain in the employee's personnel file to never be removed.

   c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
Personnel Rules

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2025 through and including September 30, 2027.

Dated: _____
Colusa County Management Coalition

_____
Holly Gallagher
President

Dated: _____

_____
Kristina Wicker-Estes
CCMC Chief Negotiator

Dated: _____
County of Colusa

_____
Daurice Kalfsbeek-Smith
Chairman of the Board of Supervisors

Dated: _____

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

_____
Patricia Rodriguez, Deputy Clerk

_____
Dar Rhodes
County Chief Negotiator

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(Safety Unit)

TERM
October 1, 2025 – September 30, 2027

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the

pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

1. This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

   a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

   b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements – The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and the Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the

County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. One-time Lump Sum Payment: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

   The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

2. Re-Opener Clause: The County and the CCMC shall have the option to reopen negotiations solely on Article V-Salaries, subsection (A) including general salary increases, COLA, and lump sum payments by providing a written request to either party no later than September 1, 2026.

3. Me-too Clause: During the term of this Memorandum of Understanding (MOU), if the County grants an across-the-board, lump sum or uniform wage/salary increase to any employee or defined group of employees, including but not limited to members of recognized bargaining units, unrepresented employees, the County shall extend the same across-the-board, lump sum or wage/salary increase to all employees covered by this MOU, effective on the same date. This provision does not apply to regularly scheduled step increases, pre-existing contractually mandated increases, legally mandated salary increases, or increases granted in exchange for a reduction in existing benefits *and/or specialty pays per bargaining unit*. For the purposes of this provision, an across-the-board, lump sum or uniform wage/salary increase includes increases calculated as a percentage of existing wages/salaries, fixed dollar amounts, formula-based adjustments, or tiered increases within identifiable employee classifications or groups. This provision excludes reclassifications and salary range adjustments for individual classifications.

4. Equity Adjustment – Lieutenants: The County will adjust the compaction between the Sergeants and the Lieutenants classifications in the amount of 5% (*not* subject to section 3 above); and provide the equity increase, in the form of salary range adjustments, on the

schedule, in the amounts and to the job classification “Lieutenant” identified in Appendix A, effective October 1, 2025.

B. Bilingual Pay

1. Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee’s ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head’s recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test (“Test”) and demonstrated proficiency in speaking, understanding, writing and reading the language.

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower-level job class that is directly related to the vacant position.
   For purposes of this section, “vacant position” does not refer to a position that is temporarily available due to an employee’s leave of absence.

2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Personnel Rules.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Personnel Rules. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

E. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

    - January 1st, known as "New Year's Day."

- The third Monday in January, known as “Martin Luther King, Jr. Day.”
- February 12th, known as “Lincoln Day.”
- The third Monday in February, known as “Presidents’ Day.”
- March 31st, known as “Cesar Chavez Day.”
- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve”
- December 25th, known as “Christmas Day.”
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

a. If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

b. If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. Scope: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. Holiday Scheduling: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. Board Approval: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25 for a 37.5-hour week.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Employees who are compensated for unused sick leave pursuant to paragraphs (b)(i) through (b)(iv) above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

2. Bereavement leave will be granted in the case of death in the immediate family (spouse, registered domestic partner, parents, children, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, adopted, foster and step members are also included; the family members of a registered domestic partner will have the same status as the family members of a spouse) of the employee or spouse as follows:

a. Five (5) days per death in the immediate family;

b. After five (5) days the employee may use any paid leave for bereavement;

3. Bereavement leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value and must be used within three (3) months of the death unless approved in writing by the HR Director due to extenuating circumstances (i.e. pandemic, natural disaster, etc.).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, $for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

   b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

   c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

    a) Safety

    - CalPERS 3% @ 50 retirement formula
    - Single highest year compensation
      Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

    a) Safety

    - 2.7% @ 57 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

    a) Safety

    - 2.5% @ 57 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Safety employees pursuant to Government Code Section 21024.

Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f).

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      ii. For employees with seven (7) to fifteen (15) years of county service, up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      iii. For employees with more than fifteen (15) years of county service, up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Sheriff's Lieutenants – Assistant Sheriff

1. Uniform Allowance

a. Sheriff's Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $75.00, effective October 1, 2025.

2. Post Incentive Compensation

b. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:

- POST Intermediate Certificate, two and one-half percent (2.5%);
- POST Advanced Certificate, two and one-half percent (2.5%); and,
- Post Management Certificate, two and one-half percent (2.5%).

These incentives are based on the employee's base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).

3. Educational Incentive Pay

a. Sheriff's Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to two and one-half percent (2.5%) for possession of an Associate's Degree or five percent (5.0%) for possession of a Bachelor's Degree (BA/BS). Such compensation shall be based on the employee's base rate of pay, subject to the following conditions:

i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.

ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff's Office and County.

iii. Employees must provide certified documentation from an accredited college substantiating the college degree.

iv. The Sheriff's written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors' Degree level at the time of their promotion, will be considered to have complied with this requirement.

vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

D. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

E. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

   a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

   b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

      1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

      2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

      3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

      4) Terminations will remain in the employee's personnel file to never be removed.

   c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
PERSONNEL RULES

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2025 through and including September 30, 2027.

Dated: _____
Colusa County Management Coalition

_____
Holly Gallagher
President

Dated: _____

_____
Kristina Wicker-Estes
CCMC Chief Negotiator

Dated: _____
County of Colusa

_____
Daurice Kalfsbeek-Smith
Chairman of the Board of Supervisors

Dated: _____

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

_____
Patricia Rodriguez, Deputy Clerk

_____
Dar Rhodes
County Chief Negotiator

APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classification(s) will receive equity increases in the form of salary range adjustments in accordance with the following schedule. Effective October 1, 2025.

Job Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS10	MGS12	5.00%

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(General Bargaining Unit)

DRAFT

TERM
October 1, 2025 – September 30, 2027

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the

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pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

1. This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who

will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. One-time Lump Sum Payment: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

    The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

    Re-Opener Clause: The County and the CCMC shall have the option to reopen negotiations solely on Article V-Salaries, subsection (A) including general salary increases, COLA, and lump sum payments by providing a written request to either party no later than September 1, 2026.

2. Me-too Clause: During the term of this Memorandum of Understanding (MOU), if the County grants an across-the-board, lump sum or uniform wage/salary increase to any employee or defined group of employees, including but not limited to members of recognized bargaining units, unrepresented employees, the County shall extend the same across-the-board, lump sum or wage/salary increase to all employees covered by this MOU, effective on the same date. This provision does not apply to regularly scheduled step increases, pre-existing contractually mandated increases, legally mandated salary increases, or increases granted in exchange for a reduction in existing benefits *and/or specialty pays per bargaining unit.* For the purposes of this provision, an across-the-board, lump sum or uniform wage/salary increase includes increases calculated as a percentage of existing wages/salaries, fixed dollar amounts, formula-based adjustments, or tiered increases within identifiable employee classifications or groups. This provision excludes reclassifications and salary range adjustments for individual classifications.

B. Bilingual Pay

1. Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of

proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language.;

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower-level job class that is directly related to the vacant position. For purposes of this section, "vacant position" does not refer to a position that is temporarily available due to an employee's leave of absence.

2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with the Colusa County Personnel Rules.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

E. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as "New Year's Day."
- The third Monday in January, known as "Martin Luther King, Jr. Day."
- February 12th, known as "Lincoln Day."
- The third Monday in February, known as "Presidents' Day."
- March 31st, known as "Cesar Chavez Day."
- The last Monday in May, known as "Memorial Day."
- June 19th, known as "Juneteenth"

- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve.”
- December 25th, known as “Christmas Day.”
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. Scope: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. Holiday Scheduling: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. Board Approval: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

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ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the

employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25 for a 37.5-hour week.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

      i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Employees who are compensated for unused sick leave pursuant to paragraphs (b)(i) through (b)(iv) above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1) For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

2. Bereavement leave will be granted in the case of death in the immediate family (spouse, registered domestic partner, parents, children, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, adopted, foster and step members are also included; the family members of a registered domestic partner will have the same status as the family members of a spouse) of the employee or spouse as follows:

   a. Five (5) days per death in the immediate family;

   b. After five (5) days the employee may use any paid leave for bereavement;

3. Bereavement leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value and must be used within three (3) months of the death unless approved in writing by the HR Director due to extenuating circumstances (i.e. pandemic, natural disaster, etc.).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave

account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory Minimum Employer Contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is equivalent to the actual premium, for employee only coverage based upon CalPERS Gold.

For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and Management Incentive Pay is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

3. **Employees Hired After December 31, 2012.**

a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

    b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

    a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

    b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the

County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a) Miscellaneous
- 3% @ 60 retirement formula
- Single highest year compensation

- Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous
      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548, for Miscellaneous employees only.

   1) Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

ii. For employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

iii. For employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

C. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

D. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

   a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

   b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

      1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

      2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

      3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

      4) Terminations will remain in the employee's personnel file to never be removed.

   c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

ARTICLE XI
Personnel Rules

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

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ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2025 through and including September 30, 2027.

Dated: _____
Colusa County Management Coalition

_____
Holly Gallagher
President

Dated: _____

_____
Kristina Wicker-Estes
CCMC Chief Negotiator

Dated: _____
County of Colusa

_____
Daurice Kalfsbeek-Smith
Chairman of the Board of Supervisors

Dated: _____

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

_____
Patricia Rodriguez, Deputy Clerk

_____
Dar Rhodes
County Chief Negotiator

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MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF COLUSA

And

THE COLUSA COUNTY MANAGEMENT COALITION
(Safety Unit)

DRAFT

TERM
October 1, 2025 – September 30, 2027

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PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Colusa ("County") and the Colusa County Management Coalition ("CCMC" or "Coalition") and sets forth the wages, benefits, hours of work, and other terms and conditions of employment for County employees assigned to the Management Unit.

ARTICLE I
RECOGNITION

Pursuant to Government Code Section 3500, et seq. and applicable provisions of Colusa County Personnel Rules, the County recognizes the CCMC as the exclusive representative for all County employees assigned to the Management Bargaining Unit.

ARTICLE II
CCMC RIGHTS

A. CCMC Rights

CCMC may use County conference rooms and similar building facilities for meetings with employees in the bargaining unit; may post material on bulletin boards; and may visit work locations to confer with members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

B. Dues Deductions

1. The County shall deduct CCMC membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.

    a. Dues paying bargaining unit employees who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with the CCMC an authorization form provided by the Association. The CCMC will notify the County of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the CCMC.

    b. The County agrees to direct each bargaining unit employee to the CCMC in response to any questions or concerns about dues or any other mutually agreed payroll deduction.

    c. The CCMC is responsible for providing the County with timely information about changes to employee dues and any other lawful CCMC-related payroll deductions.

    d. Dues withheld by the County shall be transmitted monthly to the CCMC officer designated in writing by the Association as the person authorized to receive the funds at the address specified.

    e. A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized CCMC dues deductions. If a bargaining unit employee is in a non-pay status during only part of the

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pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

f. The CCMC shall refund ~~to~~ the County any amounts received in error upon presentation of supporting evidence from the County. The County will deduct and remit to the CCMC any amounts which were not deducted in accordance with the procedures prescribed herein.

2. The County shall make payroll deductions in reliance on the CCMC's certification that the Association has and will maintain an authorization signed by each employee who affirmatively consents to pay the CCMC membership dues. Similarly, the County shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by the CCMC to the extent permitted by law.

3. The County shall not request that the CCMC provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

4. The CCMC shall indemnify, defend, protect and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the County in reliance on the CCMC's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the County made in reliance on the information provided by the CCMC.

C. Public Employee Communication

1. This provision applies to all new employees hired into the CCMC bargaining unit positions and is intended to comply with Government Code sections 3555 et. Seq.

   a. The County will provide the CCMC with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the County from providing the CCMC with ten (10) calendar days' advance notice. The advance notice will include the number of CCMC bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the CCMC President or another contact person designated by the CCMC.

   b. Upon request, the CCMC will be given up to fifteen (15) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to the CCMC's role as the bargaining unit's representative, CCMC membership information, the rights and obligations created by the MOU and County personnel rules, and to answer questions. One (1) CCMC representative may present information to new employees. County representatives shall excuse themselves and not be present during the CCMC's portion of the new employee orientation meetings.

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c. The CCMC representative who presents information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided the CCMC advises the Human Resources Director of the names of the employees who will be presenting information on behalf of the CCMC at the new employee orientation meetings.

d. The County shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, the CCMC, and any vendors who are contracted to provide a service at the new employee orientation.

2. Information Requirements –The County will provide the CCMC with a digital file via email to the email address designated by the CCMC containing the following information for each employee to the extent the County has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the County (new hires only) unless the employee submits a written request to the County and CCMC to withhold disclosure of his/her personal email address

The above information will be provided as follows:

- For new hires, at the end of each month.
- Regularly for all bargaining unit employees every one hundred twenty (120) calendar days.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the terms of this Agreement, the County, through its Board of Supervisors, shall have all management rights provided by the United States Constitution, the California State Constitution, California State Law, and the Colusa County Personnel Rules.

ARTICLE IV
GENERAL PROVISIONS

A. Strikes and Lockouts

1. The CCMC agrees that during the term of this Agreement, neither it nor its officers, agents or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, or any other similar actions which would involve suspension of, or interference with, the normal work of the County.

2. The County will not lockout employees during the term of this Agreement.

B. No Reprisals

1. The County shall not interfere with or discriminate against any employee by reason of his or her membership in the CCMC or activity approved by this Agreement, nor will the

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County discourage membership in the CCMC or encourage membership in any other employee organization.

2. The CCMC recognizes its responsibility as the exclusive representative and agrees to represent all employees without discrimination, interference, restraint or coercion.

C. Role in the County

1. CCMC members are expected to support the Board and their Department Head's decisions and to model support for those decisions in their communications with their subordinate employees.

ARTICLE V
SALARIES

A. Salaries

1. **One-time Lump Sum Payment**: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

   The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

2. **Re-Opener Clause**: The County and the CCMC shall have the option to reopen negotiations solely on Article V-Salaries, subsection (A) including general salary increases, COLA, and lump sum payments by providing a written request to either party no later than September 1, 2026.

3. **Me-too Clause**: During the term of this Memorandum of Understanding (MOU), if the County grants an across-the-board, lump sum or uniform wage/salary increase to any employee or defined group of employees, including but not limited to members of recognized bargaining units, unrepresented employees, the County shall extend the same across-the-board, lump sum or wage/salary increase to all employees covered by this MOU, effective on the same date. This provision does not apply to regularly scheduled step increases, pre-existing contractually mandated increases, legally mandated salary increases, or increases granted in exchange for a reduction in existing benefits ***and/or specialty pays per bargaining unit***. For the purposes of this provision, an across-the-board, lump sum or uniform wage/salary increase includes increases calculated as a percentage of existing wages/salaries, fixed dollar amounts, formula-based adjustments, or tiered increases within identifiable employee classifications or groups. This provision excludes reclassifications and salary range adjustments for individual classifications.

4. The County will adjust the compaction between the Sergeants and the Lieutenants classifications in the amount of 5% (*not* subject to section 3 above); and provide the equity increase, in the form of salary range adjustments, on the schedule, in the amounts and to the job classification "Lieutenant" identified in Appendix A, effective October 1, 2025.

B. Bilingual Pay

1. Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language.

   Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

C. Management Incentive Pay

1. Each represented employee hired before January 1, 2013 shall receive additional compensation entitled, Management Incentive Pay of $310.00 per month.

2. Employees who are hired or promoted into or who leave a position included in this bargaining unit shall have this benefit pro-rated according to the period of time they were actually assigned to this bargaining unit.

3. Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to CalPERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Management Incentive Pay is no longer treated as Special Compensation by CalPERS, the Coalition may request to Meet and Confer regarding the restructuring of this benefit.

4. Employees hired after December 31, 2012 shall not be eligible to receive Management Incentive Pay.

D. Temporary Promotion

1. When a position becomes vacant and there is a need to fill the vacant position pending recruitment for a permanent appointment, the appointing authority may request the Human Resources Director to authorize a temporary promotion of a regular full or part-time employee from a, lower-level job class that is directly related to the vacant position. For purposes of this section, "vacant position" does not refer to a position that is temporarily available due to an employee's leave of absence.

2. The temporarily promoted employee shall meet the minimum qualifications for the higher-level job class as determined by the Human Resources Director. Employees serving a temporary promotion may apply for regular promotion to fill the permanent vacancy.

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3. Temporary promotions provided under this section are intended to comply with CA Government Code Section 20480 and described in CalPERS Circular Letter 200-021-18. Incumbents must be relieved of all duties of their former position in a temporary promotion. Temporary promotions must not exceed 960 hours in each fiscal year. The additional compensation paid to employees serving in a temporary promotion will be reported to CalPERS as temporary upgrade pay.

4. Any regular employee who is temporarily promoted under this section, will receive an increase in pay beginning with the first day of the temporary promotion. Increases in pay related to temporary promotion are calculated in the same manner as a regular promotion in accordance with Colusa County Personnel Rules.

5. Upon termination of a temporary promotion, the temporarily promoted employee shall be restored to their prior permanent position as if the employee had never left, pursuant to Colusa County Personnel Rules. Employees who are temporarily promoted pursuant to this section and are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while serving in the temporary promotion and their temporary promotional pay shall be adjusted to reflect the merit increase, if granted.

6. In the event a temporarily promoted employee receives a regular promotion to the vacant position without any lapse in time between the temporary promotion and the regular promotion, the employee's time from the first day of temporary promotion shall count as service in the higher-level position for purposes of merit advancement in the higher salary range.

E. Out of Class Assignments

An employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

ARTICLE VI
HOLIDAYS

A. Paid Holidays

1. Employees covered by this Agreement are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as "New Year's Day."
- The third Monday in January, known as "Martin Luther King, Jr. Day."
- February 12th, known as "Lincoln Day."

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- The third Monday in February, known as “Presidents’ Day.”
- March 31st, known as “Cesar Chavez Day.”
- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.
- December 24th, known as “Christmas Eve”
- December 25th, known as “Christmas Day.”
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

a. If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

b. If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

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1. Scope: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. Holiday Scheduling: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. Board Approval: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

ARTICLE VII
LEAVES

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25 for a 37.5-hour week.

B. Sick Leave

1. Employees covered by this Agreement are entitled to accrue, accumulate and use Sick Leave with pay as provided in section 1.108.2(b) et seq. of the Colusa County Personnel Rules except as follows:

   a. Effective January 1, 2017, each County employee who separates from County service will be compensated for unused sick leave which was accrued and accumulated before December 31, 2009 based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) et seq. except as follows:

      i. The employee may choose to receive the entire amount owed in cash pursuant to section 1.108.2(b)(6) et seq. or the employee may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan

   b. Effective January 1, 2017, each County employee who retires from County service will be compensated for unused sick leave which was accrued and accumulated following December 31, 2009 based on the formula and conditions which follow:

i. An employee who retires with 15 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

ii. An employee who retires with 20 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

iii. An employee who retires with 25 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with 30 years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Employees who are compensated for unused sick leave pursuant to paragraphs (b)(i) through (b)(iv) above may have any amount owed deposited into a County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

vi. Nothing in this Section will be construed to limit a Safety Member's right to apply unused sick leave toward CalPERS service credit pursuant to Article XI, Section A. 2. b. of this Agreement provided that the exercise of the sick leave service credit option will not result in the pyramiding of sick leave compensation benefits provided pursuant to this Section.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

2. Bereavement leave will be granted in the case of death in the immediate family (spouse, registered domestic partner, parents, children, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, adopted, foster and step members are also included; the family members of a registered domestic partner will have the same status as the family members of a spouse) of the employee or spouse as follows:

a. Five (5) days per death in the immediate family;

b. After five (5) days the employee may use any paid leave for bereavement;

3. Bereavement leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value and must be used within three (3) months of the death unless approved in writing by the HR Director due to extenuating circumstances (i.e. pandemic, natural disaster, etc.).

D. Jury Duty or Court Witness

1. Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. An employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the employee's qualifications for promotion; and

   c. The employee indicates a desire to make County employment a career; and

   d. The employee has demonstrated high motivation for self-improvement; and

   e. The employee has shown indications of superior work performance in present position; and

   f. The employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Professional employees will be provided paid time away from work to complete necessary continuing education needed to maintain their licenses.

G. All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2 employees covered by this Agreement may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, paternal leave, leave to care for a family member, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

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2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Exempt employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. An exempt employee who does work may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If an employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Employees are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

ARTICLE VIII
HEALTH AND WELFARE

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all bargaining unit employees subject to the terms which follow:

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to government code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Represented employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. Effective January 1, 2021 the County will offer a new Dental HMO option in addition to existing County sponsored dental plan. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, represented employees shall be required to purchase dental insurance through the County sponsored plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

    a. Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

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C. Cafeteria Plan

1. The County provides a Cafeteria Plan available to all represented employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, $for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC and the Management Incentive Pay is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2025 and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Employees hired prior to January 1, 2013 and who qualify for the above-described cash In-lieu benefit shall receive $435 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Part Time Employees

1. Part time employees regularly scheduled to work twenty (20) or more, but fewer that thirty (30) hours a week will be eligible for the health, dental, vision and Cafeteria Plan benefits appropriate to their hire-date equal to the pro rata relationship between the hours regularly scheduled to work and full time. Benefits for employees who are regularly scheduled to work more than thirty (30) hours per week will not be prorated.

   a. Part time employees regularly scheduled to work twenty (20) hours or more but fewer than thirty (30) hours each week are not required to accept county-sponsored health benefits and are not eligible for cash-in-lieu benefits.

   b. Part time employees regularly scheduled to work thirty (30) hours or more each week are subject to the provisions of Section A.3. above and may be eligible for cash-in-lieu benefits if they satisfy the requirements of Section A.3.a.

F. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each represented employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

G. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible represented employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of the MOU, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

   b. For employees hired before January 1, 2013 and who retire following the execution of this MOU, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution shall not exceed nor be less than $267.26 per month. This retiree HRA contribution is separate from the MEC.

   c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. Effective October 1, 2025, the County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

I. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the course of this MOU, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. Before acting pursuant to paragraph 1 above, the County will notify the CCMC of the issue and the County's intended action. At the request of the CCMC, County representatives will meet with CCMC representatives before acting. If the actions are deemed necessary to comply with the legislative and regulatory health care requirements for the provision of health care, the County and the Association will meet and confer regarding such impacts.

ARTICLE IX
RETIREMENT

A. Retirement Plans

CalPERS Retirement

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The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

    a) Safety

    - CalPERS 3% @ 50 retirement formula
    - Single highest year compensation
      Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

    a) Safety

    - 2.7% @ 57 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

    a) Safety

    - 2.5% @ 57 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

B. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Safety employees pursuant to Government Code Section 21024.

Classic Safety Members shall contribute twelve percent (12%) to CalPERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f).

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Agreement, either party may request to reopen this section to negotiate possible changes to the employee contribution rates specified in this MOU. Unless required by law, the employee contribution rates specified above will not change during the term of this MOU without mutual agreement of the parties.

C. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to represented employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of represented employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      ii. For employees with seven (7) to fifteen (15) years of county service, up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

      iii. For employees with more than fifteen (15) years of county service, up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

ARTICLE X
MISCELLANEOUS

A. Personal Protective Equipment.

1. Employees may be required to wear personal protective equipment, including but not limited to prescription safety eyeglasses, which will be provided by the County at no cost to employees. If a Department Head determines that employees are required to wear boots or safety footwear, the County will, on a rolling twenty-four (24) month basis, reimburse the employee for the cost of such boots or safety footwear. Such reimbursements shall not exceed $300 for each rolling twenty-four (24) month period and are subject to the County's claims procedures.

B. Required Licenses.

1. Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements. Department heads are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses. Department heads should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

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C. Sheriff's Lieutenants – Assistant Sheriff

1. Uniform Allowance

a. Sheriff's Lieutenants and the Assistant Sheriff shall receive a monthly uniform allowance of $75.00, effective October 1, 2025.

2. Post Incentive Compensation

b. The Safety employees assigned to the bargaining unit shall receive POST incentive pay as follows:

- POST Intermediate Certificate, two and one-half percent (2.5%);
- POST Advanced Certificate, two and one-half percent (2.5%); and,
- Post Management Certificate, two and one-half percent (2.5%).

These incentives are based on the employee's base rate of pay but do not include any other compensation. POST incentive pays may accumulate, with no employee receiving more than seven and one-half percent (7.5%).

3. Educational Incentive Pay

a. Sheriff's Lieutenants and the Assistant Sheriff shall be eligible to receive Educational Incentive Pay equal to two and one-half percent (2.5%) for possession of an Associate's Degree or five percent (5.0%) for possession of a Bachelor's Degree (BA/BS). Such compensation shall be based on the employee's base rate of pay, subject to the following conditions:

i. Employees possessing multiple degrees are ineligible for compensation in excess of Educational Incentive Pay as outlined above.

ii. Educational Degrees do not have to be directly job-related. However, in order to qualify for Educational Incentive Pay, employees must receive prior written approval from the Sheriff indicating the degree benefits the Sheriff's Office and County.

iii. Employees must provide certified documentation from an accredited college substantiating the college degree.

iv. The Sheriff's written approval and college certification must be submitted to the Human Resources Department prior to implementation of the Educational Incentive Pay. The effective date of the incentive pay shall be the first of the month in which all required documentation is provided to the Human Resources Department. Incentive pay shall not be paid retroactively.

v. Newly promoted individuals who were receiving Educational Incentive Pay at the Bachelors' Degree level at the time of their promotion, will be considered to have complied with this requirement.

vi. Employees required to have, or to attain, a Bachelors Degree as a condition of their employment shall not qualify for the Educational Incentive Pay.

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vii. Employees allowed to have the equivalent of a degree, instead of the actual degree, as a condition of their employment shall not qualify for the Educational Incentive Pay.

D. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

E. Purging of Personnel Records Information

1. Employees shall be allowed access to their own Personnel Records for the purpose of inspecting the contents at reasonable times and intervals, and at no loss of compensation for that employee's time in doing so. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their Appointing Authority or the Human Resources Department as appropriate

2. Under certain circumstances, disciplinary documentation, written reprimands and negative information not amounting to discipline, and not concerning allegations of unlawful discrimination or harassment, can be removed and purged from personnel records subject to the following criteria:

   a. Negative information not amounting to discipline, i.e. memorandums of direction, counseling, coaching, etc., shall be removed if, as determined by the employees Appointing Authority, in consultation with the Human Resources Director, the performance issue or misconduct that is the subject of the negative information has been satisfactorily addressed and there is no mention of the issue in the employee's next succeeding performance evaluation falling at least one year from the negative information.

   b. Disciplinary documentation and written reprimands shall be subject to the following provisions:

      1) Written reprimands with no other discipline may be removed and purged after five (5) years if no similar infractions have occurred.

      2) Written reprimands with a suspension of any length will remain in the employee's personnel file to never be removed.

      3) Demotions for disciplinary reasons will remain in the employee's personnel file to never be removed.

      4) Terminations will remain in the employee's personnel file to never be removed.

   c. Performance reviews are not subject to removal from an employee's personnel file.

3. Employees wanting to remove and purge certain personnel record information in accordance with this section shall make a request to have the document removed through their Department Head who will submit the request with a recommendation to the Human Resources Director for approval.

4. The provisions of this section only apply to the extent permitted by law.

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ARTICLE XI
PERSONNEL RULES

Upon implementation of this Agreement, any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

ARTICLE XII
FULL UNDERSTANDING

This Agreement constitutes the full understanding of the parties with respect to the matters set forth herein. The parties further agree that any amendment to this Agreement during the term of the Agreement must be reduced to writing and may be done only by mutual consent of the parties.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV
TERM

This Agreement shall remain in full force and effect from October 1, 2025 through and including September 30, 2027.

Dated: _____
Colusa County Management Coalition

Dated: _____
County of Colusa

_____
Holly Gallagher
President

_____
Daurice Kalfsbeek-Smith
Chairman of the Board of Supervisors

Dated: _____

Dated: _____

_____

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

_____

Patricia Rodriguez, Deputy Clerk

_____
Kristina Wicker-Estes
CCMC Chief Negotiator

_____
Dar Rhodes
County Chief Negotiator

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APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classification(s) will receive equity increases in the form of salary range adjustments in accordance with the following schedule. Effective October 1, 2025.

Job Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS10	MGS12	5.00%

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APPENDIX A
EQUITY ADJUSTMENTS
MANAGEMENT UNIT

Equity Adjustments: The Parties agree that the following classification(s) will receive equity increases in the form of salary range adjustments in accordance with the following schedule.

Effective

Classification	Budgeted Positions	Current Range	New Range	Approximate Monthly Increase Percentage
Lieutenant	3	MGS10	MGS12	5.00%

Colusa County

Agenda Request Form

Item ID#: 2025-132 **Agenda Date:** 11/18/2025 **Item II.2**

HUMAN RESOURCES

Adopt a Resolution approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2025.

Detailed Description/Background of Request
By law, the Board of Supervisors ("Board") is authorized to set the compensation to be paid to County officers and employees. Chapter 2, Article I, Section 2-14 of the Colusa County Code specifies that employee compensation is to be set by resolution adopted by a majority of the Board.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the County's various represented bargaining units and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), Assistant County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). Collectively they may be referenced as "Covered Employees" or "Employees." The specifics of the agreements are as follows:

- **Term:** 2 years beginning October 1, 2025 and ending September 30, 2027.
- **Salaries / Wages:** In lieu of a COLA in 2025 & 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    1. Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    2. Employees with less than one year of service with the County shall receive a lump sum payment of $750.
    3. The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will

issue this payment as a separate check from normal wages.

- **Salaries / Bilingual Pay:** Adjust bilingual pay to recognize two levels of proficiency. Qualified employees will receive the current rate of $80 per month for Level I (speaking only) and $100 per month for Level II (speaking, reading, and writing).

- **Out-of-Class Assignments:** Employees temporarily assigned to perform duties of a higher-level classification will receive a 5% pay differential for each day the higher-level duties are performed.

- **Holidays:** The County declares Christmas Eve and Juneteenth be added into the existing holiday schedule.

- **Holidays / Floating Holiday**: Employees covered by this Agreement may, each fiscal year, select one floating holiday not identified as a holiday in the MOU; to be codified in each unit MOU.

- **Holidays / Declared:** The County will recognize newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after execution of this contract, provided the holiday is not designated as a permanent, recurring federal holiday observed, nationally. Permanent, recurring federal holidays must be bargained.

- **Vacation Leaves:** Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year or elect such cash conversion to be deposited into a deferred compensation account in the employee's name.

- **Vacation Leave / Medical and Family Leave**: Employees may choose to retain up to forty (40) hours of vacation while on approved Medical and Family Leave lasting more than three (3) days, allowing them to move into unpaid status before exhausting all vacation time. If no election is made, paid leave will run concurrently for the duration of the leave.

- **Health and Welfare / Cafeteria Plan:**

  Effective December 1, 2025 and each December 1st thereafter, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

  1. For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold plan.

2. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold plan.
3. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold plan.

In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

- **Retirement – 457 Deferred Compensation Plans:** The County will increase the contribution by $30, $40, and $50 respectively, at each tier, which will allow for a maximum contribution from the County of one-hundred dollars ($100.00) per month for URD employees. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

1. URD Employees with up to seven (7) years of County service, $60.00 per month.
2. URD Employees with seven (7) to fifteen (15) years of County service up to $80.00 per month.
3. URD Employees with more than fifteen (15) years of County service up to $100.00 per month.

- **Health Reimbursement Arrangement (HRA)**: The County will increase the contribution from $50 to $75 per month into individual qualified HRA accounts for each active employee.

- **Bereavement Leave**: After five (5) days the employee may use any paid leave for bereavement. Previously, employees were limited to using sick leave. Employee may be asked to provide proof of death within thirty (30) days.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, or to clean-up the Personnel Rules.

Staff recommends the Board approve the attached resolution and authorize the Chair to

sign.

Fiscal Impact/Funding Source
The approximate fiscal year 2025-26 cost of these MOUs will be approximately $37,827. All of this amount, will be charged to the General Fund. This expense is budgeted in the FY25-26 adopted budget contingencies account. Any expenses above funds in contingencies will be drawn from LATCF (Local Assistance and Tribal Consistency Funds) to cover those expenses.

The new cost in Fiscal Year 2026-27 will be approximately $31,401. All of this amount will be charged to the General Fund. The FY 2026-27 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2027-28 will be approximately $7,850. All of this amount will be charged to the General Fund. The FY 2027-28 costs will be included in the budget.

These costs do not include the time used for the management leave approved.

Action for the Clerk
None.

Prior Board Action
Obtain the necessary signatures.

Attachments:
1. Unrepd MOU 2025-2027 FINAL CLEAN COPY
2. Unrepd MOU 2025-2027 FINAL DRAFT REDLINES
3. Unrepd RESO 2025

SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, 2025 – September 30, 2027

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Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), Assistant County Administrative Officer (URADH); County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. **One-time Lump Sum Payment**: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

    The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

B. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel). NOTE: This rescinds Policy 314: Department Head In-County Travel Stipends (December 15, 2009).

C. Bilingual Pay

1. Bilingual Pay shall be paid to those qualified employees in positions where the County receives a benefit from the employee's ability in the second language. Effective December 1, 2025, qualified employees will receive bilingual pay based on their level of proficiency. Level I (speaking only) will be eligible for $80 per month and Level II (speaking, reading & writing) will be eligible for $100 per month.

2. The determination of County benefit shall be based on the Department Head's recommendation and approval of the Human Resources Director, provided that such approval shall not be unreasonably withheld. Qualification shall be based on passing an approved language proficiency test modeled on the CHP proficiency test ("Test") and demonstrated proficiency in speaking, understanding, writing and reading the language. ;

    Employees currently receiving bilingual pay will be placed in a tier based on current test scores. If the original test is not available, an assessment will need to be completed; the

employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

D. Out of Class Assignments

An URD employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as “New Year’s Day.”
- The third Monday in January, known as “Martin Luther King, Jr. Day.”
- February 12th, known as “Lincoln Day.”
- The third Monday in February, known as “Presidents’ Day.”
- March 31st, known as “Cesar Chavez Day.”
- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.

- December 24th, known as “Christmas Eve.”
- December 25th, known as “Christmas Day.”
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

Section 3
Leaves

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40- hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules of the Colusa County Code except as follows:

    a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. except that:

    b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

        i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

        ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

        iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

        iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

        v. Covered Employees who are compensated for unused sick leave pursuant to paragraphs b.i through b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had “retired” effective the date they assume the County elected office.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making his/her recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the Employee's qualifications for promotion; and

   c. The Employee indicates a desire to make County employment a career; and

   d. The Employee has demonstrated high motivation for self-improvement; and

   e. The Employee has shown indications of superior work performance in present position; and

   f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The Employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

1. As stated in Colusa County Personnel Rules section 1.108.2, Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

   a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental

insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

    a. Effective December 1, 2025 and each December **1st thereafter for the term of this Compensation Package** the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

        iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

    b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

    c. Upon expiration of this Compensation Package, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

    b. Commencing October 1, 2025, the County will contribute $75.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 3% @ 60 retirement formula
    - Single highest year compensation
    - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 2% @ 62 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 2% @ 62 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

2. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   a. For URD Employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. For URD Employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   c. For URD Employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   d. For Appointed Department Heads (URADH) up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

3. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

    a. Covered Employees who are designated as URADH are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

    b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

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SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, 2025 – September 30, 2027

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employee will remain at Level I until the assessment takes place. For employees whose assessment cannot be completed by December 1, 2025, any resulting adjustment in pay will be retroactive to December 1, 2025 for those employees only.

D. Out of Class Assignments

An URD employee may be requested to perform an out of class assignment for a limited duration. Employees assigned to perform clearly established duties of a higher-level position or classification shall receive out of class pay equal to 5% of their base pay for each day they perform the higher-level duties. Employees are not required to assume all duties of the higher-level position or classification to receive out of class pay. Out of class pay pursuant to this section is not reportable to CalPERS and is not considered as part of the CalPERS retirement benefit calculation.

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays listed below and specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as “New Year’s Day.”
- The third Monday in January, known as “Martin Luther King, Jr. Day.”
- February 12th, known as “Lincoln Day.”
- The third Monday in February, known as “Presidents’ Day.”
- March 31st, known as “Cesar Chavez Day.”
- The last Monday in May, known as “Memorial Day.”
- June 19th, known as “Juneteenth”
- July 4th, known as “Independence Day.”
- The first Monday in September, known as “Labor Day.”
- The second Monday in October, known as “Columbus Day.”
- November 11th, known as “Veterans Day.”
- The fourth Thursday of November, known as “Thanksgiving Day.”
- The day after Thanksgiving.

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- December 24th, known as "Christmas Eve."
- December 25th, known as "Christmas Day."
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

1) If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

2) If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

1. Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this MOU, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.
2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.
3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

Section 3
Leaves

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules.

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1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40- hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

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12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules of the Colusa County Code except as follows:

    a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. except that:

    b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

        i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

        ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

        iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

        iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

        v. Covered Employees who are compensated for unused sick leave pursuant to paragraphs b.i through b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

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1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had “retired” effective the date they assume the County elected office.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making his/her recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the Employee's qualifications for promotion; and

   c. The Employee indicates a desire to make County employment a career; and

   d. The Employee has demonstrated high motivation for self-improvement; and

   e. The Employee has shown indications of superior work performance in present position; and

   f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The Employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

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1. As stated in Colusa County Personnel Rules section 1.108.2, Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

2. Employees covered by this Agreement, solely at their option, may elect to retain up to forty (40) hours of accrued vacation leave while on a Medical and Family Leave lasting longer than three (3) days and be placed in leave without pay status prior to exhausting all accrued vacation leave. Unless the employee notifies the County of the election to retain vacation leave at the time of Medical and Family Leave, all paid leave will run concurrently for the entire Medical and Family Leave and must be exhausted prior to leave without pay. The County's Medical and Family Leave Policy (Policy #308) and Personnel Rule§1.108 of the Colusa County Personnel Rules shall be interpreted and applied in a manner consistent with this provision.

H. Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

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This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

   a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental

insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

   a. Effective December 1, 2025 and each December **1st thereafter for the term of this Compensation Package** the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

   b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

   c. Upon expiration of this Compensation Package, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

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D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

    b. Commencing October 1, 2025 the County will contribute $75.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

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H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 3% @ 60 retirement formula
    - Single highest year compensation
    - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 2% @ 62 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 2% @ 62 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

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4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

2. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective October 1, 2025, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   a. For URD Employees with up to seven (7) years of county service, $60.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. For URD Employees with seven (7) to fifteen (15) years of county service up to $80.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   c. For URD Employees with more than fifteen (15) years of county service up to $100.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   d. For Appointed Department Heads (URADH) up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

3. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

    a. Covered Employees who are designated as URADH are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

    b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

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RESOLUTION ___-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR UNREPRESENTED EMPLOYEES EFFECTIVE OCTOBER 1, 2025

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2025, expiring September 30, 2027 covering those employees represented by the Colusa County Employees' Association and the Colusa County Management Coalition which describes mutually agreed upon terms of compensation and benefits provided to these employees; and

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2025 through September 30, 2027.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's unrepresented employees as described in Attachment A; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 18th day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Kalfsbeek-Smith, Chairperson
Colusa County Board of Supervisors

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

By: _____
Deputy Board Clerk

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-133 **Agenda Date:** 11/18/2025 **Item II.3**

HUMAN RESOURCES

Adopt a Resolution approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2025.

Detailed Description/Background of Request
By law, the Board of Supervisors ("Board") is authorized to set the compensation to be paid to County officers and employees. Chapter 2, Article I, Section 2-14 of the Colusa County Code specifies that employee compensation is to be set by resolution adopted by a majority of the Board.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the majority of the County's various represented bargaining units and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are unrepresented appointed Department Heads (positions of County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Development Services, Director of Health and Human Services, County Librarian, Director of Public Works and the Chief Probation Officer). The specifics of the agreements are as follows:

- **Term:** 2 years beginning October 1, 2025 and ending September 30, 2027.

- **Salaries / Wages:** In lieu of a COLA in 2025 & 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:
    1. Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
    2. Employees with less than one year of service with the County shall receive a lump sum payment of $750.
    3. The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

- **Holidays:** The County declares Christmas Eve and Juneteenth be added into the existing holiday schedule.

  - **Holidays / Floating Holiday**: Employees covered by this Agreement may, each fiscal year, select one floating holiday not identified as a holiday in the MOU; to be codified in each unit MOU.

- **Holidays / Declared:** The County will recognize newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after execution of this contract, provided the holiday is not designated as a permanent, recurring federal holiday observed, nationally. Permanent, recurring federal holidays must be bargained.

  - **Vacation Leaves:** Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year or elect such cash conversion to be deposited into a deferred compensation account in the employee's name.

  - **Health and Welfare / Cafeteria Plan:**

    Employees Hired Before January 1, 2023

    Effective December 1, 2025 (January 2025 premium) or the first full pay period following Board approval of this Compensation Package, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

    1. For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS Gold.

    2. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS Gold.

    3. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient
    that when combined with the MEC is equivalent to the actual premium, mi nus $350.00, for family coverage based upon CalPERS Gold.

Employees Hired After December 31, 2012

Effective December 1, 2025 and each December 1st thereafter, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

1. For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee only coverage based upon CalPERS Gold plan.
2. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold plan.
3. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold plan.

In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

- **Health Reimbursement Arrangement (HRA)**: The County will increase the contribution from $50 to $75 per month into individual qualified HRA accounts for each active employee.

- **Bereavement Leave**: After five (5) days the employee may use any paid leave for bereavement. Previously, employees were limited to using sick leave. Employee may be asked to provide proof of death within thirty (30) days.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, or to clean-up the Personnel Rules.

Staff recommends the Board approve the attached resolution and authorize the Chair to sign.

Fiscal Impact/Funding Source
The approximate fiscal year 2025-26 cost of these MOUs will be approximately $45,379. Of this amount, about $26,021 will be charged to the General Fund. This expense is budgeted in the FY25-26 adopted budget.

The new cost in Fiscal Year 2026-27 will be approximately $42,493. Of this amount about $22,509 will be charged to the General Fund. The FY 2026-27 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2027-28 will be approximately $10,623. Of this amount about $5,627 will be charged to the General Fund. The FY 2027-28 costs will be included in the budget.

These costs do not include the time used for the management leave approved.

Action for the Clerk
None.

Prior Board Action
Obtain the necessary signatures.

Attachments:
1. DH ADHU Appointed Department Head Unit MOU 2025-27 REDLINES
2. DH ADHU Appointed Department Head Unit MOU 2025-27 FINAL CLEAN COPY
3. DH Reso 2025

SALARY AND BENEFITS COMPENSATION PACKAGE
APPOINTED DEPARTMENT HEADS

October 1, 2025 – September 30, 2027

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Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Appointed Department Head Unit ("ADHU") and are not represented by any employee organization ("Covered Employees"). Employees assigned to the ADHU may be referenced as "Unrepresented Employees" "Employees" or "DH" and occupy the following positions: County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Community Development Services, Director of Health and Human Services, County Librarian, Director of Public Works, and the Chief Probation Officer. Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. **One-time Lump Sum Payment**: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:

   - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
   - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

   The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

B. Executive Management Incentive Pay

1. Employees subject to this Agreement, shall receive additional compensation as follows:

   a. Covered Employees shall receive "Executive Management Incentive Pay," of $350.00 per month; and

2. Executive Management Incentive Pay, which recognize the unique nature of executive and management positions, are Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Executive Management Incentive Pay and Management Incentive Pay will be reported to PERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay or Management Incentive Pay are no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

3. Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

C. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel).
NOTE: This rescinds Policy 314: Department Head In-County Travel Stipends (December 15, 2009).

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays listed below and specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

- January 1st, known as "New Year's Day."
- The third Monday in January, known as "Martin Luther King, Jr. Day."
- February 12th, known as "Lincoln Day."
- The third Monday in February, known as "Presidents' Day."
- March 31st, known as "Cesar Chavez Day."
- The last Monday in May, known as "Memorial Day."
- June 19th, known as "Juneteenth"
- July 4th, known as "Independence Day."
- The first Monday in September, known as "Labor Day."
- The second Monday in October, known as "Columbus Day."
- November 11th, known as "Veterans Day."
- The fourth Thursday of November, known as "Thanksgiving Day."
- The day after Thanksgiving.
- December 24th, known as "Christmas Eve."
- December 25th, known as "Christmas Day."
- Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

a. If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

b. If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this Compensation Package, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.

2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.

3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

Section 3
Leaves

A. Vacation

1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of the Colusa County Personnel Rules.

2. Covered Employees are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. the Colusa County Personnel Rules. (*NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the* Personnel Rules).

   1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

   2) Employees are encouraged and expected to use all vacation in the year in which credited;

   3) Vacation shall be used in no less than fifteen-minute increments;
      a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

   4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

   5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

   6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation

until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

    Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in the Colusa County Personnel Rules, section 1.108.2(b) et seq. except as follows:

2. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) except that:

    i. Covered Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to the Colusa County Personnel Rules, section 1.108.2(b)(6) et seq. or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

    Effective January 1, 2017, Covered Employees who retire from County service unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

3. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

4. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

5. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy- five percent (75%) of his/her current base hourly salary for all qualified hours.

6. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

7. Except as provided below, Covered Employees who are compensated for unused sick leave pursuant to paragraphs c.i. through c.iv. above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

    i. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Required Continuing Professional Education Leave

Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education.

F. All Leaves Recognized by Law

As stated in the Colusa County Personnel Rules section 1.108.2, Covered Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

G. Time Worked While on Leave

Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

H. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

    a. Partial day absences which would otherwise be charged to Sick Leave, including Family- Sick Leave, shall be charged to Sick Leave.

    b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

I. Management Leave

Appointed Department Heads shall receive 10-days of Management Leave (either 75 or 80 hours, depending on work week schedule) annually each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or

accumulate from one year to the next.

Section 4
Health and Welfare

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan

or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013.**

   a. Effective December 1, 2025 (January 2025 premium) or the first full pay period following Board approval of this Compensation Package, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS Gold.

      iii. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will

contribute a dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute a dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

   b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the

County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For retirees who were hired before January 1, 2013 and who retired prior to the execution of this document, the County will contribute $128.26.

b. For employees who were hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26.

c. The County will continue to contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired by a CalPERS employer on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a. Safety

   - CalPERS 3% @ 50 retirement formula
   - Single highest year compensation
   - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

   b. Miscellaneous

   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

   a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

   b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For Appointed Department Heads up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A. Required Licenses

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or the Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees are at-will employees and serve at the pleasure of the appointing authority.

SALARY AND BENEFITS COMPENSATION PACKAGE
APPOINTED DEPARTMENT HEADS

October 1, 2025 – September 30, 2027

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Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Appointed Department Head Unit ("ADHU") and are not represented by any employee organization ("Covered Employees"). Employees assigned to the ADHU may be referenced as "Unrepresented Employees" "Employees" or "DH" and occupy the following positions: County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Community Development Services, Director of Health and Human Services, County Librarian, Director of Public Works, and the Chief Probation Officer. Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. **One-time Lump Sum Payment**: In lieu of a Cost-of-Living (COLA) in 2025 and 2026, members shall receive the following one-time lump sum payment to be issued no later than 30 days from the acceptance of the negotiated package:

   - Employees with at least 12 months of service with the County shall receive a lump sum payment of $1500.
   - Employees with less than one year of service with the County shall receive a lump sum payment of $750.

   The parties agree that these are one-time payments which do not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The County will issue this payment as a separate check from normal wages.

B. Executive Management Incentive Pay

1. Employees subject to this Agreement, shall receive additional compensation as follows:

   a. Covered Employees shall receive "Executive Management Incentive Pay," of $350.00 per month; and

2. Executive Management Incentive Pay, which recognize the unique nature of executive and management positions, are Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Executive Management Incentive Pay and Management Incentive Pay will be reported to PERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay or Management Incentive Pay are no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

3. Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

C. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel).
NOTE: This rescinds Policy 314: Department Head In-County Travel Stipends (December 15, 2009).

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays listed below and specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

2. To take time off work for holidays or be compensated, the County recognizes the following holidays:

    - January 1st, known as “New Year’s Day.”
    - The third Monday in January, known as “Martin Luther King, Jr. Day.”
    - February 12th, known as “Lincoln Day.”
    - The third Monday in February, known as “Presidents’ Day.”
    - March 31st, known as “Cesar Chavez Day.”
    - The last Monday in May, known as “Memorial Day.”
    - June 19th, known as “Juneteenth”
    - July 4th, known as “Independence Day.”
    - The first Monday in September, known as “Labor Day.”
    - The second Monday in October, known as “Columbus Day.”
    - November 11th, known as “Veterans Day.”
    - The fourth Thursday of November, known as “Thanksgiving Day.”
    - The day after Thanksgiving.
    - December 24th, known as “Christmas Eve.”
    - December 25th, known as “Christmas Day.”
    - Every day appointed by the President (see Section C below) or Governor as a day free of work including but not limited to a National Day of Mourning, Thanksgiving, or other day no matter how designated of national or statewide significance unless otherwise decided by the Board.

    a. If any of the holidays recognized by the county falls on a Saturday, the preceding Friday will be a holiday.

    b. If any of the holidays falls on a Sunday, the following Monday will be a holiday.

B. Floating Holiday

Employees covered by this Agreement may each fiscal year select one floating holiday not identified above.

C. Newly Declared Federal Holidays

The County will recognize any newly declared single-occurrence federal observances, commemorative days, or national moments of remembrance that are not designated as recurring federal holidays established by an act of Congress or Presidential proclamation that occurs after ratification of this Compensation Package, provided the holiday is not designated as a permanent, recurring federal holiday observed nationally. Permanent, recurring federal holidays must be bargained.

The County will provide employees the day off with pay in observance of any such newly declared federal observances, under the following conditions:

1. **Scope**: This provision applies only to federal holidays declared after ratification of this MOU. It does not apply retroactively to holidays declared or observed prior to this date.

2. **Holiday Scheduling**: The recognized single-occurrence federal observance, commemorative day, or national moment of remembrance that are not designated as recurring federal holidays will be observed in the same manner as other fixed-date or floating holidays already recognized by the County.

3. **Board Approval**: In recognition that federally declared observances, commemorative days, or national moments of remembrance are frequently announced with minimal advance notice, such declarations shall be deemed to carry the implicit approval of the Board of Supervisors, and no additional Board action shall be required.

Section 3
Leaves

A. Vacation

1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of the Colusa County Personnel Rules.

2. Covered Employees are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. the Colusa County Personnel Rules. (*NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the* Personnel Rules).

    1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

    2) Employees are encouraged and expected to use all vacation in the year in which credited;

    3) Vacation shall be used in no less than fifteen-minute increments;
        a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

    4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

    5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

    6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation

until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Employees may request conversion into cash payments of up to forty (40) hours of accrued vacation not more than once in a fiscal year. Employees may also elect such cash conversion to be deposited into a deferred compensation account in the employee's name. Employees must retain a minimum of forty (40) hours in their leave bank to make a conversion request.

11) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

12) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

13) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

    Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in the Colusa County Personnel Rules, section 1.108.2(b) et seq. except as follows:

2. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) except that:

    i. Covered Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to the Colusa County Personnel Rules, section 1.108.2(b)(6) et seq. or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

    Effective January 1, 2017, Covered Employees who retire from County service unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

3. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

4. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

5. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy- five percent (75%) of his/her current base hourly salary for all qualified hours.

6. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

7. Except as provided below, Covered Employees who are compensated for unused sick leave pursuant to paragraphs c.i. through c.iv. above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

    i. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Required Continuing Professional Education Leave

Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education.

F. All Leaves Recognized by Law

As stated in the Colusa County Personnel Rules section 1.108.2, Covered Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

G. Time Worked While on Leave

Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

H. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

    a. Partial day absences which would otherwise be charged to Sick Leave, including Family- Sick Leave, shall be charged to Sick Leave.

    b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

I. Management Leave

Appointed Department Heads shall receive 10-days of Management Leave (either 75 or 80 hours, depending on work week schedule) annually each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or

accumulate from one year to the next.

Section 4
Health and Welfare

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan

or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2025 (January 2025 premium) or the first full pay period following Board approval of this Compensation Package, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS Gold.

      iii. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will

contribute a dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute a dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

   b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the

County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

a. For retirees who were hired before January 1, 2013 and who retired prior to the execution of this document, the County will contribute $128.26.

b. For employees who were hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26.

c. The County will continue to contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired by a CalPERS employer on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a. Safety

      - CalPERS 3% @ 50 retirement formula
      - Single highest year compensation
      - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

   b. Miscellaneous

      - 3% @ 60 retirement formula
      - Single highest year compensation
      - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

   a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

   b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For Appointed Department Heads up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A. Required Licenses

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or the Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees are at-will employees and serve at the pleasure of the appointing authority.

RESOLUTION 25-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR APPOINTED DEPARTMENT HEADS EFFECTIVE OCTOBER 1, 2025

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association and the Colusa County Management Coalition which describes mutually agreed upon terms of compensation and benefits provided to these employees; and

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's Appointed Department Heads for the period of October 1, 2025 through September 30, 2027.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's Appointed Department Heads as described in Attachment A; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Kalfsbeek-Smith, Chairperson
Colusa County Board of Supervisors

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

By: _____
Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-134 **Agenda Date:** 11/18/2025 **Item II.4**

HUMAN RESOURCES

Adopt Resolution Establishing the Salary and Benefits for Elected Department Heads, effective October 1, 2025.

Detailed Description/Background of Request
The Board of Supervisors and Elected Department Heads (Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector) negotiated salary and benefits in 2023, which resulted in a restructured Elected Department Heads resolution. The resolution addressed: 1) rescission of the prior salary step system and related resolutions, 2) an experience-based adjustment (excluding elected service), and 3) addressed future adjustments, which would adjust at the same percentage and time as adjustments to the Board of Supervisors' salaries.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the majority of the County's various represented bargaining units, including the Appointed Department Heads Unit, and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are Elected Department Heads. The Resolution and attachment detail the arrangement for the Elected Department Heads to have parity with the Appointed Department Heads Unit, as follows, exclusive of provisions that will be included in the Colusa County Personnel Rules applicable to all County employees:

- **Term:** 2 years beginning October 1, 2025 and ending September 30, 2027.

- **Health and Welfare / Cafeteria Plan:**

Employees Hired Before January 1, 2013.
Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

1. For employees who are enrolled in employee-only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee only-coverage based upon the CalPERS Gold Plan.

2. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee plus one coverage based upon the CalPERS Gold Plan.

3. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for family coverage based upon the CalPERS Gold Plan.

Employees Hired After December 31, 2012 Covered Employees.
Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

1. For employees who are enrolled in employee-only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee-only coverage based upon CalPERS Gold Plan.

2. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

3. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

Upon expiration of the resolution, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed.

- **Health Reimbursement Arrangement (HRA)**: The County will increase the

contribution from $50 to $75 per month into individual qualified HRA accounts for each active employee.

- **Housekeeping:** Each MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, or to clean-up the Personnel Rules.

Staff recommends the Board approve the attached resolution and authorize the Chair to sign.

This Resolution replaces all other Resolutions concerning salary and benefits for the Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector.

Fiscal Impact/Funding Source
All costs will be budgeted in the appropriate line items in each fiscal year:

25/26: $13,042
26/27: $22,730
27/28: $ 5,685

Action for the Clerk
None.

Prior Board Action
Obtain necessary signatures.

Attachments:
1. Elected Official Dept Heads Reso (1)
2. Elected ATTACHMENT A 2025 final
3. Elected ATTACHMENT A 2025 DRAFT
4. Electeds ATT Final Report_Colusa County_Elected DH Salary Survey_3-5-24

RESOLUTION 25-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR ELECTED DEPARTMENT HEADS EFFECTIVE NOVEMBER 18, 2025

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors; and

WHEREAS, the Board of Supervisors established the compensation amounts to be paid to the County's Elected Department Heads on March 26, 2024, with no expiration date.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby approves the benefits for the unrepresented County employees who are elected or appointed to an elected position, identified as Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector as described in Attachment A; and

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Kalfsbeek-Smith, Chairperson
Colusa County Board of Supervisors

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

By: _____
Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment A

This Attachment A to the Resolution (adopted November 18, 2025) sets forth the wages and benefits for the unrepresented County employees who are elected or appointed to an elected position – Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. For the purposes of this document, they will be referred to collectively as "Covered Employees" or "Employees". The positions of Assessor, Auditor-Controller, Clerk-Recorder, District Attorney and Treasurer-Tax Collector will be designated as "Non-Safety" and the position of Sheriff-Coroner will be designated as "Safety".

Section 1
Salaries

A. Salaries

1. **Base Salary Alignment:** Effective January 1, 2024, the salaries of all Covered Employees, including Elected Officials, were aligned to the Median Mid-Point as reflected in the March 2024 update of the December 2023 Salary Survey (Appendix A). The prior salary step system and related resolutions were rescinded upon adoption of this provision.

2. **Experience-Based Adjustment:** Incumbent Elected Officials may receive a base salary adjustment for verified years of relevant California public service (excluding elected service), as follows:
   - 5 years – 2.5% • 10 years – 5.0% • 15 years – 7.5%
   - Adjustments require subsequent Board approval following each assumption or election to office.

3. **Future Adjustments:** Beginning January 2026, each elected position's base salary shall adjust at the same percentage and time as adjustments to the Board of Supervisors' salaries.

4. Commencing January 2026, each elected position's base salary shall be adjusted at the same percentage and time as the Board of Supervisors salary adjustments occurs.

B. Executive Management Incentive Pay

1. Each Covered Employee who was hired before January 1, 2013 shall receive additional compensation entitled, "Executive Management Incentive Pay," of $435.00 per month.

2. Employees who are hired or promoted into or who leave a position covered by this document shall have this benefit pro-rated according to the period of time they were actually assigned to the covered position.

3. Executive Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to PERS. If, during the life of this document, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay is no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

4. Covered Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

Section 2
Health and Welfare

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all Covered Employees subject to the terms which follow:

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to Government Code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Covered Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through the County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Covered Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such

confirmation is not provided, the employee shall be required to enroll in the dental plan.

a. Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County will make Cafeteria Plan available to all Covered Employees. At a minimum, the County Cafeteria Plan will provide non-elective County contributions that may be used to pay all or a portion of the monthly premium for county-sponsored group health insurance, and the pre-tax payments of the employee share of county-sponsored group health insurance premiums. The County Cafeteria Plan will also include a Flexible Spending Account and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow

2. Employees Hired Before January 1, 2013.

   a. Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee-only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee only-coverage based upon the CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee plus one coverage based upon the CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for family coverage based upon the CalPERS Gold Plan.

3. Employees Hired After December 31, 2012 Covered Employees.

   a. Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan

pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee-only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee-only coverage based upon CalPERS Gold Plan.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

4. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

5. Upon expiration of the resolution, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached.

6. D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored PERS health benefits, the County will provide monthly cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $374 per month for Non-Safety Covered Employees and $274.00 per month for Safety Covered Employees. Effective January 1, 2025 all Employees will receive $400 per month.

2. It is specifically understood that the cash-in-lieu benefits provided pursuant to this Agreement are subject to the ACA compliance provision detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly

premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. For employees hired before January 1, 2013 and who retired prior to the execution of this document, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

    b. For Employees hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution does not exceed $267.26 per month. This retiree HRA contribution is separate from the MEC.

    c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. If the actions deemed necessary to comply with the legislative and regulatory requirements impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 3
Retirement

A. Retirement Plans

1. Miscellaneous Employees

   a. Subject to all rules and procedural requirements of PERS, Covered Miscellaneous Employees who are hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2% at age 62 Plan pursuant to California Government Code (Government Code) Section 7522.20, with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. For Covered Miscellaneous Employees hired prior to January 1, 2013 the County will continue to contract with PERS for the 3% at age 60 Plan pursuant to Government Code Section 21354.3, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

2. Safety Employees

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS), Covered Safety Employees hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2.5% at age 57 Plan pursuant to Government Code Section 7522.25(c), with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. Subject to all rules and procedural requirements of PERS, including those that require certain optional benefits be made available to members of pooled plans, for Covered Safety Employees hired prior to January 1, 2013, the County will continue to contract with PERS for the 3% at age 50 Plan pursuant to Government Code Section 21362.2, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

3. Optional Benefits

   a. To the extent allowable by PERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.

   b. To the extent allowable by PERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. County Contributions

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS) the County will pay the employer's share of PERS contributions, pursuant to the provisions of Sections 2 and 3, below.

2. Employee Contributions - New Members

    a. Covered Employees who are “New Members” as that term is defined by PERS, shall contribute to PERS an amount equal to one-half of the normal cost of the Plan to which they are enrolled.

3. Employee Contributions - Classic Members

    a. Classic Safety Member employees shall contribute twelve percent (12%) to PERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the County shall implement a PERS contract amendment to reflect a member contribution of twelve percent (12%). If the county fails to initiate the contract amendment before September 1, 2020, Classic Members shall discontinue paying the additional three percent (3%) contribution.

    b. Beginning on July 1, 2016, subject to all the rules and procedural requirements of PERS, Covered Employees who are Classic Members as that term is defined by PERS shall increase their contribution to PERS by an amount equal to one-half of any general wage increase provided to such employees not to exceed the cap on such contributions established by Government Code Section 20516.5 (b), with such increase in PERS contributions to be effective on the same date as the general wage increase. This provision will then be applied to each subsequent general wage increase provided to the Classic Members of this bargaining unit until such time that employees are contributing an amount equal to one-half of the normal cost of the PERS Plan to which they are enrolled, not to exceed the cap on such contributions established by Government Code Section 20516.5 (b). It is understood that the final application of this Section could result in an increased employee contribution that is less than one-half of the corresponding general wage increase. It is further understood that this provision shall not be applied to classification-specific equity adjustments**.**

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

    a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective January 1, 2024, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For Elected Department Officials up to $100.00 per month. To qualify for matching contributions, elected department officials must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 4
Miscellaneous

A. Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements.

B. Vehicle Allowance.

Effective January 1, 2024 the County shall contribute a $250.00 per month vehicle allowance for in-county travel. Any elected official that is assigned a County take home vehicle will not receive a vehicle allowance.

Section 5
PERSONNEL RULES

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

Attachment A

This Attachment A to the Resolution (adopted November 18, 2025) sets forth the wages and benefits for the unrepresented County employees who are elected or appointed to an elected position – Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. For the purposes of this document, they will be referred to collectively as "Covered Employees" or "Employees". The positions of Assessor, Auditor-Controller, Clerk-Recorder, District Attorney and Treasurer-Tax Collector will be designated as "Non-Safety" and the position of Sheriff-Coroner will be designated as "Safety".

Section 1
Salaries

A. Salaries

1. **Base Salary Alignment:** Effective January 1, 2024, the salaries of all Covered Employees, including Elected Officials, were aligned to the Median Mid-Point as reflected in the March 2024 update of the December 2023 Salary Survey (Appendix A). The prior salary step system and related resolutions were rescinded upon adoption of this provision.

2. **Experience-Based Adjustment:** Incumbent Elected Officials may receive a base salary adjustment for verified years of relevant California public service (excluding elected service), as follows:
    - 5 years – 2.5% • 10 years – 5.0% • 15 years – 7.5%
    - Adjustments require subsequent Board approval following each assumption or election to office.

3. **Future Adjustments:** Beginning January 2026, each elected position's base salary shall adjust at the same percentage and time as adjustments to the Board of Supervisors' salaries.

~~3.~~4. Commencing January 2026, each elected position's base salary shall be adjusted at the same percentage and time as the Board of Supervisors salary adjustments occurs.

B. Executive Management Incentive Pay

1. Each Covered Employee who was hired before January 1, 2013 shall receive additional compensation entitled, "Executive Management Incentive Pay," of $435.00 per month.

2. Employees who are hired or promoted into or who leave a position covered by this document shall have this benefit pro-rated according to the period of time they were actually assigned to the covered position.

3. Executive Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to PERS. If, during the life of this document, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay is no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

4. Covered Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

Section 2
Health and Welfare

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all Covered Employees subject to the terms which follow:

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to Government Code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Covered Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through the County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Covered Employees who opt out of the dental plan shall be required to provide written confirmation of alternative

coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

a. Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County will make Cafeteria Plan available to all Covered Employees. At a minimum, the County Cafeteria Plan will provide non-elective County contributions that may be used to pay all or a portion of the monthly premium for county-sponsored group health insurance, and the pre-tax payments of the employee share of county-sponsored group health insurance premiums. The County Cafeteria Plan will also include a Flexible Spending Account and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow

2. Employees Hired Before January 1, 2013.

   a. Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee-only coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee only-coverage based upon the CalPERS Gold Plan.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee plus one coverage based upon the CalPERS Gold Plan.

      iii. For employees who are enrolled in family coverage, the County will contribute a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for family coverage based upon the CalPERS Gold Plan.

3. Employees Hired After December 31, 2012 Covered Employees.

   a. Effective December 1, 2025, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan

pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee-only coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee-only coverage based upon CalPERS Gold Plan.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold Plan.

iii. For employees who are enrolled in family coverage, the County will contribute a total dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for family coverage based upon CalPERS Gold Plan.

4. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

4.5. Upon expiration of the resolution, County contributions shall remain at the 2027 contribution rates until such time as an alternative agreement is reached. ~~following the exhaustion of impasse and fact-finding procedures, applicable.~~

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored PERS health benefits, the County will provide monthly cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

   b. Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $374 per month for Non-Safety Covered Employees and $274.00 per month for Safety Covered Employees. Effective January 1, 2025 all Employees will receive $400 per month.

2. It is specifically understood that the cash-in-lieu benefits provided pursuant to this Agreement are subject to the ACA compliance provision detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly

premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. For employees hired before January 1, 2013 and who retired prior to the execution of this document, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

    b. For Employees hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution does not exceed $267.26 per month. This retiree HRA contribution is separate from the MEC.

    c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. County will contribute $75 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. If the actions deemed necessary to comply with the legislative and regulatory requirements impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

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Section 3
Retirement

A. Retirement Plans

1. Miscellaneous Employees

   a. Subject to all rules and procedural requirements of PERS, Covered Miscellaneous Employees who are hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2% at age 62 Plan pursuant to California Government Code (Government Code) Section 7522.20, with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. For Covered Miscellaneous Employees hired prior to January 1, 2013 the County will continue to contract with PERS for the 3% at age 60 Plan pursuant to Government Code Section 21354.3, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

2. Safety Employees

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS), Covered Safety Employees hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2.5% at age 57 Plan pursuant to Government Code Section 7522.25(c), with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. Subject to all rules and procedural requirements of PERS, including those that require certain optional benefits be made available to members of pooled plans, for Covered Safety Employees hired prior to January 1, 2013, the County will continue to contract with PERS for the 3% at age 50 Plan pursuant to Government Code Section 21362.2, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

3. Optional Benefits

   a. To the extent allowable by PERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.

   b. To the extent allowable by PERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. County Contributions

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS) the County will pay the employer's share of PERS contributions, pursuant to the provisions of Sections 2 and 3, below.

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2. Employee Contributions - New Members

    a. Covered Employees who are "New Members" as that term is defined by PERS, shall contribute to PERS an amount equal to one-half of the normal cost of the Plan to which they are enrolled.

3. Employee Contributions - Classic Members

    a. Classic Safety Member employees shall contribute twelve percent (12%) to PERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the County shall implement a PERS contract amendment to reflect a member contribution of twelve percent (12%). If the county fails to initiate the contract amendment before September 1, 2020, Classic Members shall discontinue paying the additional three percent (3%) contribution.

    b. Beginning on July 1, 2016, subject to all the rules and procedural requirements of PERS, Covered Employees who are Classic Members as that term is defined by PERS shall increase their contribution to PERS by an amount equal to one-half of any general wage increase provided to such employees not to exceed the cap on such contributions established by Government Code Section 20516.5 (b), with such increase in PERS contributions to be effective on the same date as the general wage increase. This provision will then be applied to each subsequent general wage increase provided to the Classic Members of this bargaining unit until such time that employees are contributing an amount equal to one-half of the normal cost of the PERS Plan to which they are enrolled, not to exceed the cap on such contributions established by Government Code Section 20516.5 (b). It is understood that the final application of this Section could result in an increased employee contribution that is less than one-half of the corresponding general wage increase. It is further understood that this provision shall not be applied to classification-specific equity adjustments**.**

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

    a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective January 1, 2024, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. For Elected Department Officials up to $100.00 per month. To qualify for matching contributions, elected department officials must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 4
Miscellaneous

A. Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements.

B. Vehicle Allowance.

Effective January 1, 2024 the County shall contribute a $250.00 per month vehicle allowance for in-county travel. Any elected official that is assigned a County take home vehicle will not receive a vehicle allowance.

Section 5
PERSONNEL RULES

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

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County of Colusa

Elected Department Head Salary Survey Report

Revised March 2024

Prepared by:

Kim Catacutan
Human Resources Consultant
Catacutan Consulting, LLC

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INTRODUCTION

Colusa County engaged the services of Catacutan Consulting, LLC, to conduct a salary survey of their elected department heads. The primary goal of this project was to compare the base salaries of the County's six elected department heads to the relevant labor market, which consists of nine predetermined comparator counties: Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba.

The salary data for each comparator county was found online, including a review of their class specifications, salary schedules, budgets, and organizational charts. Colusa County's classifications were matched to the most similar classifications at the comparator counties. The comparator median was calculated for each classification because it is less likely to be affected by outliers and extreme values.

Elected department head classifications have 23 salary steps, and new employees are placed at step 6 when they start working with the County. For elected department head classifications, steps 1 and 6 were compared to the labor market minimum salary, and steps 6, 10, and 23 were compared to the labor market maximum salary. The incumbents' actual salaries on August 15, 2023, were also compared to the labor market minimum and maximum salaries.

All of the elected department head classifications are compensated for 37.5 hours per week, with the exception of the Sheriff/Coroner, which is compensated for 40 hours per week. For a 37.5-hour classification, there are typically three options to ensure that the survey compares apples to apples, so to speak, at the comparator agencies: (1) compare hourly salaries at all agencies; (2) if monthly or annual salaries are compared, convert the comparator salaries to 162.5 hours per month or 1950 hours per year; or (3) convert the County's salary to 173.33 hours per month or 2080 hours per year. This salary survey compared hourly salaries rather than monthly or annual salaries.

It should be noted that all of the comparator salaries appear to be based on a 40-hour work week. An FLSA-exempt, salaried employee is paid the same amount, whether they work 30 hours or 50 hours per week; therefore, an argument could be made to compare the monthly salaries, independent of the weekly working hours of the classification. That said, when other agencies include Colusa County in their salary surveys, they will likely account for the 37.5-hour work week displayed on the salary schedules. If the County expects employees in 37.5-hour classifications to work 40 hours per week, they should be categorized as 40-hour classifications.

SALARY SURVEY RESULTS

Summary of Results

Below is a brief summary of the salary survey results for the elected department head classifications:

- At step 1, all six classifications are at or below the labor market minimum.
- At step 6, two of the six classifications are more than 10% below the labor market maximum:
    1. Sheriff/Coroner (-15.57%)
    2. Treasurer/Tax Collector (-24.91%)
- At step 15, none of the classifications are more than 10% below the labor market maximum.
- All elected department head classifications are significantly below the labor market minimum at step 1 and significantly above the labor market maximum at step 23.

On the tables in this report, green font means the County's salary is more than 10% above the labor market; red font means it is more than 10% below the labor market; and black font means it is within 10% of the labor market.

Elected Department Head Salaries

The tables below show: (1) the percentage Colusa County's elected department head classifications are above or below the labor market at salary steps 1, 6, 10, 15, and 23; and (2) the percentage Colusa County's incumbents' salaries are above or below the labor market.

There is a clear pattern for all elected department head salary ranges: step 1 is significantly below the labor market minimum, and step 23 is significantly above the labor market maximum. For all elected department head classifications, there is only $2 to $3 per hour difference between the labor market median minimum and maximum salaries.

All elected department head incumbents, except Treasurer/Tax-Collector, have current actual salaries that are within 10% of the labor market maximum.

Classifications

Elected Department Head	Colusa Step 1: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Maximum	Colusa Step 10: % Above or Below Median Maximum	Colusa Step 15: % Above or Below Median Maximum	Colusa Step 23: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	-24.92%	-3.82	-6.44%	3.30%	16.89%	42.45%
AUDITOR/CONTROLLER	-21.10%	1.07	-2.98%	7.11%	21.20%	47.71%
COUNTY CLERK/RECORDER	-26.87%	-6.31	-9.03%	0.46%	13.68%	38.56%
DISTRICT ATTORNEY	-24.44%	-3.54	-3.54%	6.50%	20.51%	46.87%
SHERIFF/CORONER	-31.57%	-12.64	-15.57%	-6.79%	5.47%	28.54%
TREAS/TAX COLL-PUB GUARD	-39.67%	-22.87	-24.91%	-17.09%	-6.16%	14.38%

Incumbents

Elected Department Head	Median Minimum	Median Maximum	Incumbent: Actual Salary	Incumbent: % Above or Below Median Minimum	Incumbent: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$76.14	6.19%	3.29%
AUDITOR/CONTROLLER	$73.49	$76.56	$76.14	3.60%	-0.55%
COUNTY CLERK/RECORDER	$70.04	$72.13	$65.62	-6.30%	-9.02%
DISTRICT ATTORNEY	$95.71	$95.71	$92.32	-3.54%	-3.54%
SHERIFF/CORONER	$95.51	$98.83	$92.12	-3.55%	-6.79%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$102.44	43.19%	39.39%

Note: The maximum salary for the Treasurer/Tax Collector-Public Guardian classification is $84.06 at step 23 (as shown on pages 7 and 23). The incumbent has been in his position at Colusa County for almost 37 years and has received a salary increase each year, resulting his current salary of $102.44, which is 21.87% above step 23.

OBSERVATIONS

Several observations were made throughout this salary survey:

1. The 23-step salary range is too broad. The County should consider reducing the salary ranges to six steps with 5% between each step.

2. Overall, the County's minimum salaries for elected department heads are too low. At step 1, all elected department head classifications are more than 20% below the labor market minimum. The County should consider increasing the minimum salaries for elected department head classifications.

3. All elected department head classifications are above the labor market at the top of their respective salary ranges. The County should consider ensuring that salary ranges are more in line with the labor market.

Appropriate salary ranges are typically determined by analyzing a variety of information, such as labor market data, internal equity and classification relationships, recruitment and retention challenges, the agency's ability to pay, and community acceptance of the salaries. The Human Resources Department, the County Administrative Office, and employee organizations collaborate, negotiate, and agree upon the salary ranges that are recommended to the Board of Supervisors for final approval.

APPENDIX A: Salary Survey Summary

Colusa's Classifications: Percentage Salaries are Above or Below the Labor Market

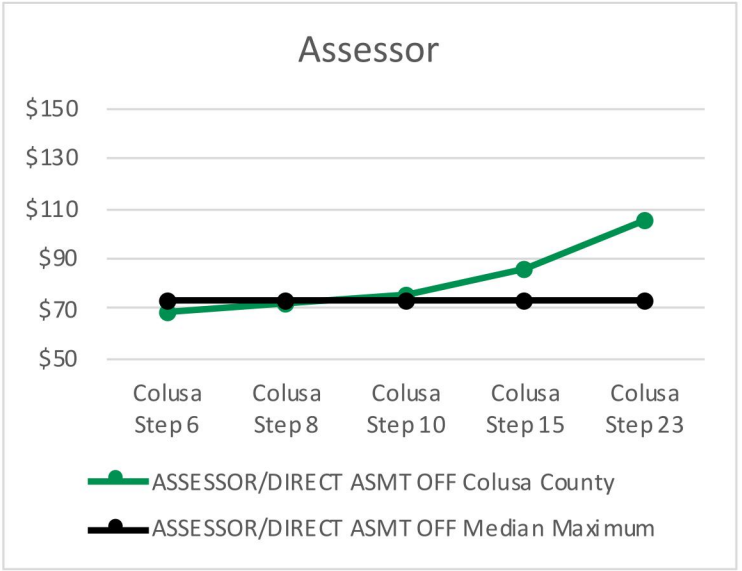
For each elected department head classification, the table below shows the labor market median minimum and maximum hourly salaries, and the percentage Colusa County is above or below the labor market median at various salary steps (1, 6, 10, 15, and 23).

Department Head	Market Median		Step 1		Step 6		Step 10		Step 15		Step 23	
	Median Minimum	Median Maximum	Colusa Step 1	% +/- Median Minimum	Colusa Step 6	% +/- Median Maximum	Colusa Step 10	% +/- Median Maximum	Colusa Step 15	% +/- Median Maximum	Colusa Step 23	% +/- Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$53.83	-24.92%	$68.96	-6.44%	$76.14	3.30%	$86.16	16.89%	$105.00	42.45%
AUDITOR/CONTROLLER	$73.49	$76.56	$57.98	-21.10%	$74.28	-2.98%	$82.00	7.11%	$92.79	21.20%	$113.09	47.71%
COUNTY CLERK/RECORDER	$70.04	$72.13	$51.22	-26.87%	$65.62	-9.03%	$72.46	0.46%	$82.00	13.68%	$99.94	38.56%
DISTRICT ATTORNEY	$95.71	$95.71	$72.32	-24.44%	$92.32	-3.54%	$101.93	6.50%	$115.34	20.51%	$140.57	46.87%
SHERIFF/CORONER	$95.51	$98.83	$65.36	-31.57%	$83.44	-15.57%	$92.12	-6.79%	$104.24	5.47%	$127.04	28.54%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$43.16	-39.67%	$55.18	-24.91%	$60.93	-17.09%	$68.96	-6.16%	$84.06	14.38%

APPENDIX B: Salary Survey Details by Classification

Assessor/Director of Assessment Office

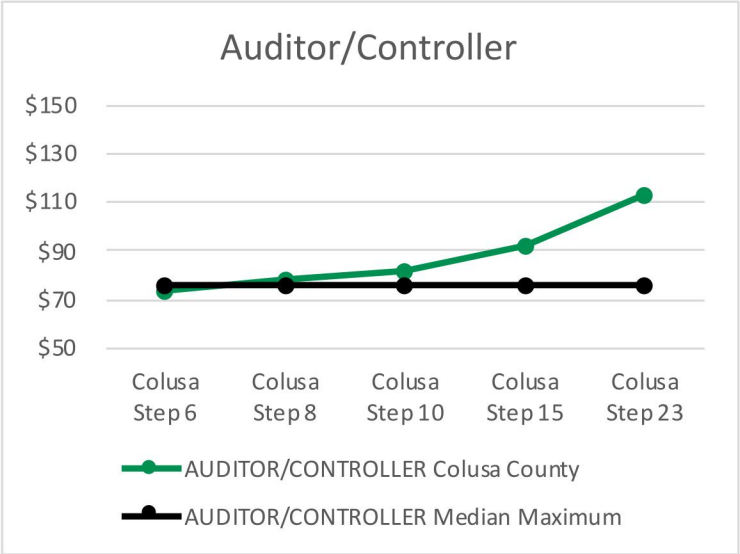
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Assessor	$73.71	$73.71
Butte	Assessor	$72.25	$81.77
Glenn	Assessor/Clerk/Recorder	$52.63	$63.97
Lake	Assessor/Recorder	$62.84	$62.84
Shasta	Assessor/Recorder	$78.43	$78.43
Sutter	County Assessor	$64.40	$74.06
Tehama	Assessor	$71.70	$71.70
Yolo	Assessor/Clerk/Recorder/Registrar of Voters	$98.98	$98.98
Yuba	Assessor	$69.21	$69.21
Colusa	**ASSESSOR/DIRECT ASMT OFF**	**$53.83**	**$105.00**
Comparator Median		$71.70	$73.71
% Colusa is +/- Median		-24.92%	42.45%
% Median is +/- Colusa		33.20%	-29.80%
Number of Matches		9	9
Rank in Market		9	1



Note: If the Clerk, Recorder, or Registrar function is combined with another department, the match was made with the other department (e.g., Assessor or Auditor-Controller). If all four of the classifications above that include Clerk, Recorder, or Registrar were removed from the data, the median values and percentages would not change.

Auditor-Controller

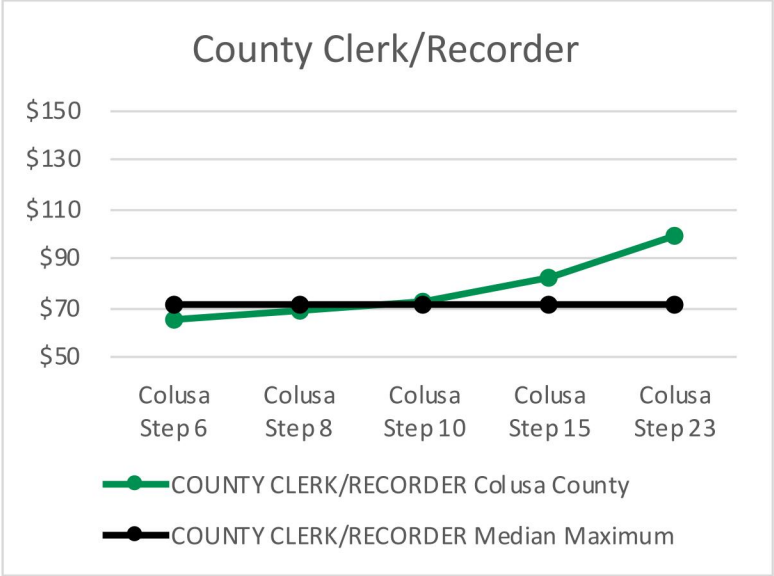
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Auditor	$73.71	$73.71
Butte	Auditor-Controller	$73.70	$83.41
Glenn	Director of Finance [1]	$63.00	$76.56
Lake	Auditor-Controller/County Clerk	$72.87	$72.87
Shasta	Auditor-Controller	$77.38	$77.38
Sutter	Auditor-Controller	$67.39	$77.50
Tehama	Auditor-Controller	$73.49	$73.49
Yolo	Chief Financial Officer [1]	$81.45	$99.00
Yuba	Auditor-Controller	$69.21	$69.21
Colusa	**AUDITOR/CONTROLLER**	**$57.98**	**$113.09**
Comparator Median		$73.49	$76.56
% Colusa is +/- Median		-21.10%	47.71%
% Median is +/- Colusa		26.75%	-32.30%
Number of Matches		9	9
Rank in Market		10	1



[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer are over their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller. If the classifications are removed from the data above, the minimum salary column would not change, and the median maximum salary would decrease to $73.71, placing Colusa County 53.43% above the median.

County Clerk/Recorder

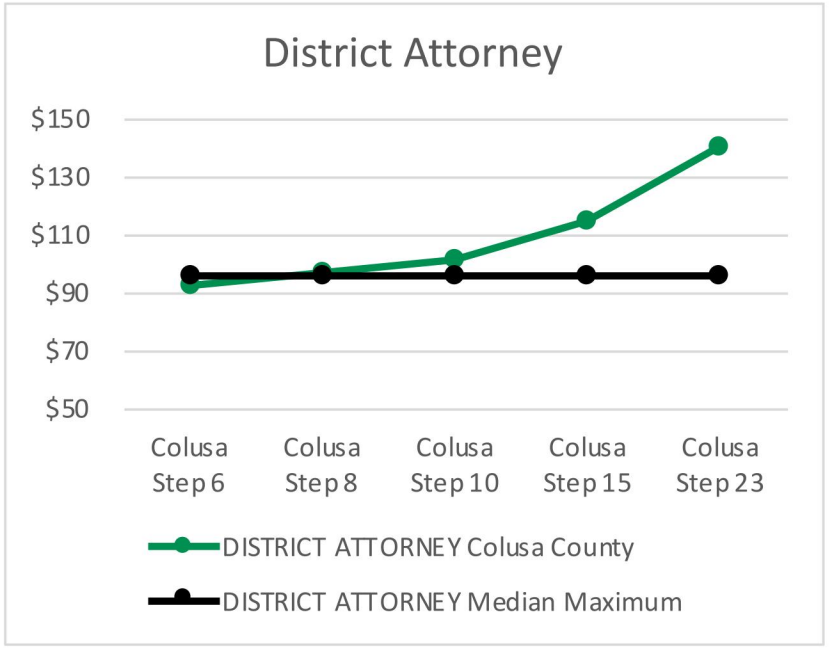
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Clerk-Recorder	$73.71	$73.71
Butte	Clerk-Recorder	$70.13	$79.37
Glenn	No match [1]	n/a	n/a
Lake	No match [2]	n/a	n/a
Shasta	County Clerk [3]	$70.56	$70.56
Sutter	County Clerk-Recorder	$63.64	$73.76
Tehama	Clerk and Recorder	$69.95	$69.95
Yolo	No match [4]	n/a	n/a
Yuba	County Clerk-Recorder	$69.21	$69.21
Colusa	**COUNTY CLERK/RECORDER**	**$51.22**	**$99.94**
Comparator Median		$70.04	$72.13
% Colusa is +/- Median		-26.87%	38.56%
% Median is +/- Colusa		36.74%	-27.83%
Number of Matches		6	6
Rank in Market		7	1



[1] Glenn County has an Assessor/Clerk/Recorder that was matched with Colusa County's Assessor classification. They have an Assistant Clerk-Recorder ($39.02-$47.42).
[2] Lake County has an Auditor-Controller/County Clerk that was matched with Colusa County's Auditor-Controller. They have a Registrar of Voters ($44.47-$54.05).
[3] Shasta County's Recorder function is combined with their Assessor.
[4] Yolo County has an Assessor/Clerk/Recorder/Registrar of Voters that was matched with Colusa County's Assessor.

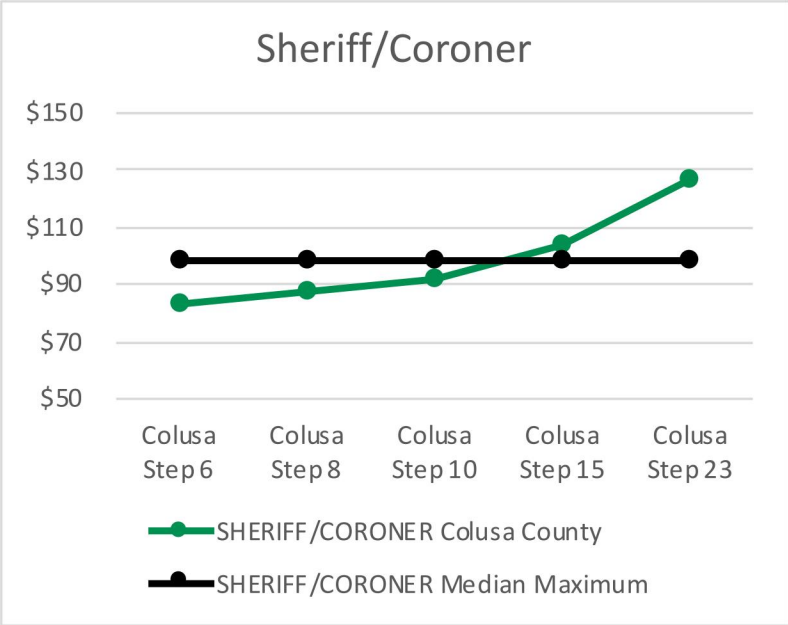
District Attorney

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	District Attorney	$85.04	$85.04
Butte	District Attorney	$99.34	$112.43
Glenn	District Attorney	$72.08	$87.60
Lake	District Attorney	$80.44	$80.44
Shasta	District Attorney	$103.32	$103.32
Sutter	District Attorney	$81.88	$94.16
Tehama	District Attorney	$101.30	$101.30
Yolo	District Attorney	$127.26	$127.26
Yuba	District Attorney	$95.71	$95.71
Colusa	**DISTRICT ATTORNEY**	**$72.32**	**$140.57**
Comparator Median		$95.71	$95.71
% Colusa is +/- Median		-24.44%	46.87%
% Median is +/- Colusa		32.34%	-31.91%
Number of Matches		9	9
Rank in Market		9	1



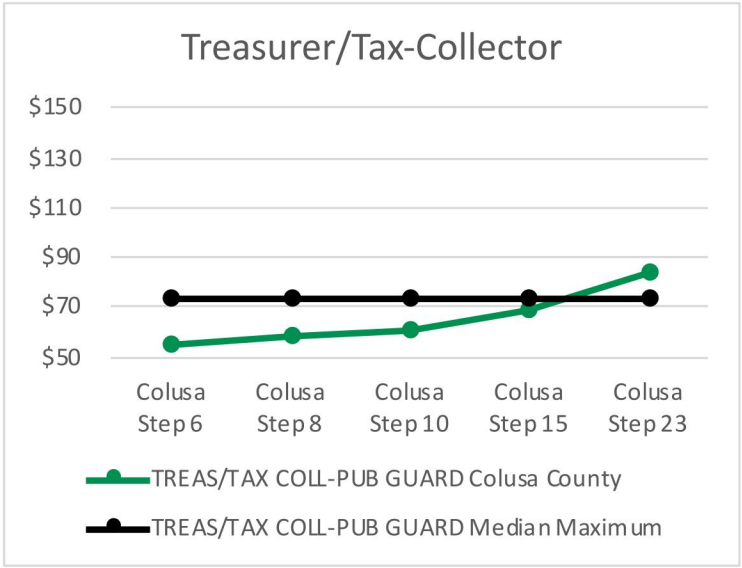
Sheriff/Coroner

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Sheriff-Coroner	$88.15	$88.15
Butte	Sheriff-Coroner	$97.19	$109.99
Glenn	Sheriff/Coroner	$72.80	$88.48
Lake	Sheriff-Coroner	$80.44	$80.44
Shasta	Sheriff-Coroner	$104.05	$104.05
Sutter	Sheriff-Coroner	$95.51	$110.69
Tehama	Sheriff/Coroner	$98.83	$98.83
Yolo	Sheriff Coroner Public Administrator	$121.36	$121.36
Yuba	Sheriff-Coroner	$91.51	$91.51
Colusa	**SHERIFF/CORONER**	**$65.36**	**$127.04**
Comparator Median		$95.51	$98.83
% Colusa is +/- Median		-31.57%	28.54%
% Median is +/- Colusa		46.13%	-22.21%
Number of Matches		9	9
Rank in Market		10	1



Treasurer/Tax Collector-Public Guardian

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Treasurer-Tax Collector	$73.71	$73.71
Butte	Treasurer-Tax Collector	$71.54	$80.96
Glenn	No match [1]	n/a	n/a
Lake	Treasurer-Tax Collector	$61.30	$61.30
Shasta	Treasurer-Tax Collector-Public Administrator	$77.21	$77.21
Sutter	Treasurer-Tax Collector	$61.65	$70.90
Tehama	Treasurer/Tax Collector	$73.49	$73.49
Yolo	No match [1]	n/a	n/a
Yuba	Treasurer-Tax Collector	$69.21	$69.21
Colusa	**TREAS/TAX COLL-PUB GUARD**	**$43.16**	**$84.06**
Comparator Median		$71.54	$73.49
% Colusa is +/- Median		-39.67%	14.38%
% Median is +/- Colusa		65.76%	-12.57%
Number of Matches		7	7
Rank in Market		8	1



[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer direct their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller.

Colusa County

Agenda Request Form

Item ID#: 2025-73 **Agenda Date:** 11/18/2025 **Item III.1**

HEALTH AND HUMAN SERVICES

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

Detailed Description/Background of Request
Since 2011, WellPath has been providing Inmate Healthcare services to Colusa County Adult Detention Facility. The costs for the agreement with WellPath are paid out of Health and Human Services Public Health (PH) Realignment funding. Last fiscal year, the costs to cover WellPath agreement reached 49% of total PH Realignment funds, or total funds received for the purpose of administering Public Health related programs within Colusa County. Based on the last five (5) fiscal years and projections for WellPath agreement costs into the future, the costs most likely will reach an annual amount of $1.1-1.2 million within next several years.
We kindly request the Board of Supervisors to provide a direction for staff to either:

1. Proceed with Jail Health Project implementation, effective July 1, 2026, as was proposed on August 26th 2025 by Sheriff's Office, Behavioral Health Department and DHHS; or
2. Start the process to get an RFB to find a vendor to control the costs for the services provided; keep the current vendor (WellPath) for budget year FY25/26, accepting a new or current vendor for FY26/27 acknowledging any Jail Health costs over $600,000.00 will be funded by County General Fund and PH Realignment will cover maximum amount of $600,000.00 moving forward.

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

Prior Board Action
Presentation on Jail Health to the Board of Supervisors from August 26, 2025

Attachments:
1. Jail health Proposal

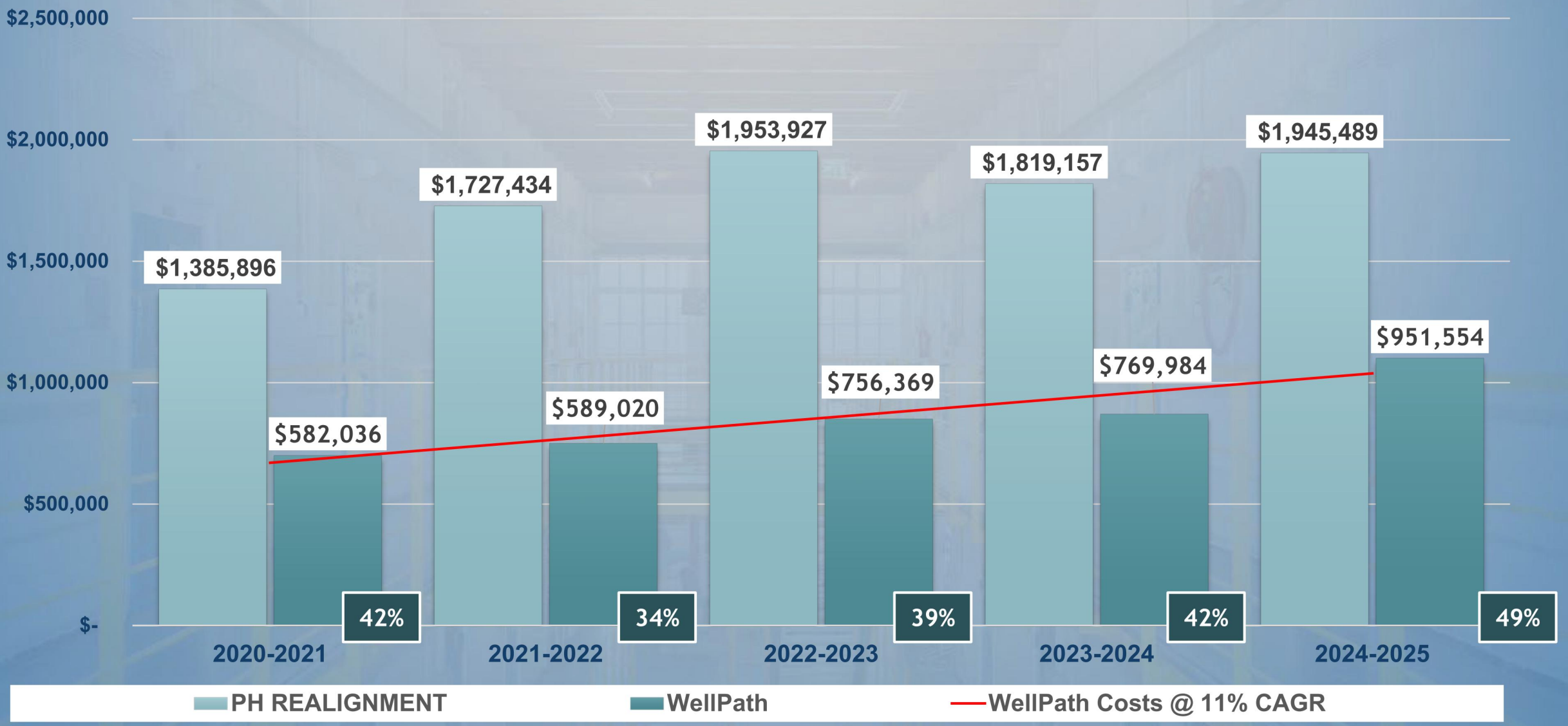


2025

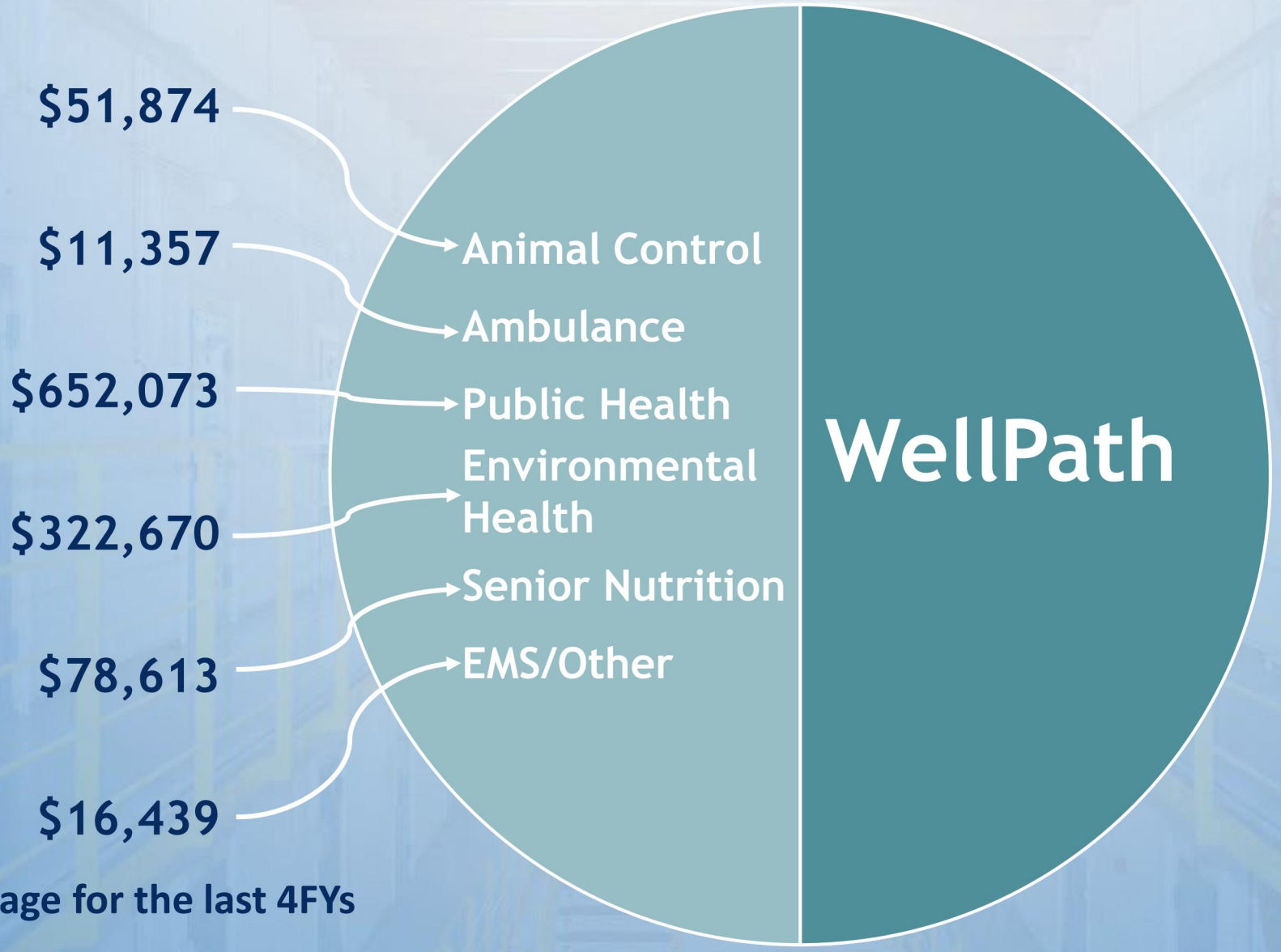
JAIL HEALTH PROPOSAL

Colusa County Health & Human Services

PH Realignment and WellPath Costs

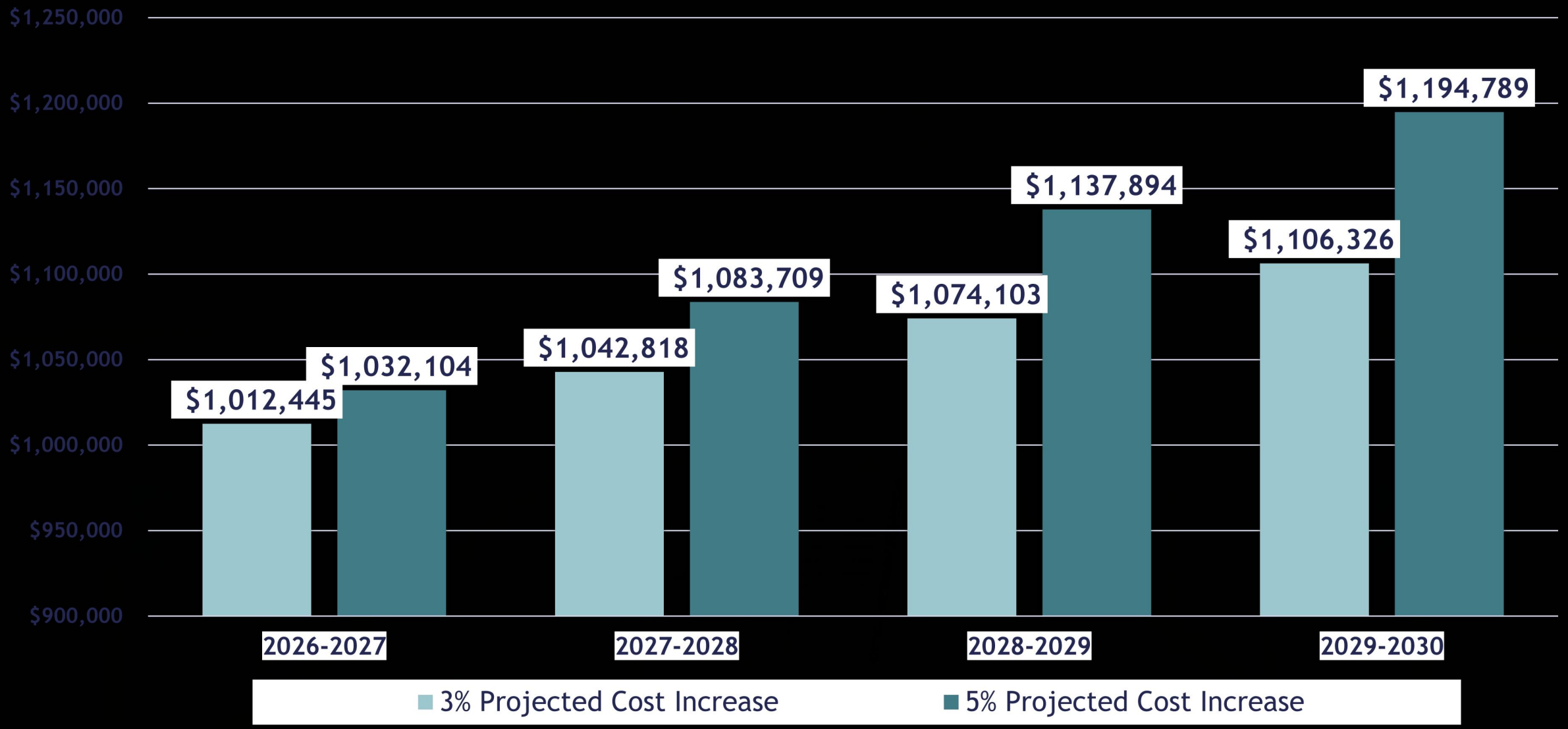


PH REALIGNMENT COVERS:



*Average for the last 4FYs

WellPath Projected Costs
Based on FY2025-26 $982,956



Alternative to WellPath

Nursing Staff

Correctional LVN – 2 FTE
S+B $320k/yr
***Applying a premium (hard to recruit position) of 30%**

Nurse Practitioner – 1 FTE
S+B $223k/yr

Health Program Administrator – 0.1 FTE
S+B $22k/yr

Health Officer – 10 hr/week
Contracted: $86k/yr

Clerical – 0.1 FTE
Provided in-kind by DHHS personnel

Insurance – $50k/yr

Total Annual Recurring Costs: $700k*

***Staff time is up to 50% Medi-Cal reimbursement**

One Time Setup Costs
(As per similar county size)

Prescriptions, generic and stock pricing available – $60k

Telehealth – savings up to 60% vs. in-person visit – $50k

Dental – $50k

Equipment (EKG, Med cart, Exam Tables, etc.) – $20k

Electronic Health Record – $20k

Total Setup Expenses: $200k



2025

THANK YOU!

Colusa County

Department of Health and Human Services

Colusa County

Agenda Request Form

Item ID#: 2025-98 **Agenda Date:** 11/18/2025 **Item IV.1**

PUBLIC WORKS DEPARTMENT

Approve contract with Wood Rodgers, Inc. for administrative support services for the Highway Bridge Program.

Detailed Description/Background of Request
The Department of Public Works requests to enter into a contract with Wood Rodgers, Inc. to provide administrative support services to assist the County of Colusa in resolving three Highway Bridge Program (HBP) projects currently in various stages of development. The objective of this work is to help the County achieve compliance with Caltrans Local Assistance and Federal Highway Administration (FHWA) requirements, ensuring that each project is properly documented, closed, or advanced as appropriate.

The services will include a technical review of existing project files, preparation of closeout documentation, coordination with the Caltrans District Local Assistance Engineer (DLAE), and development of an appeal package for one project requiring further consideration by the HBP Advisory Committee.

Through this effort, Wood Rodgers will assist the County in bringing its HBP portfolio into good standing, minimizing the risk of federal fund repayment, and positioning active projects for successful continuation.

Task 1 - Project Management

Wood Rodgers will oversee project coordination, budgeting, and documentation for all three bridge projects. Responsibilities include monthly invoicing, progress tracking, and communication with County staff, Caltrans DLAE, and other stakeholders through meetings, emails, and progress reports.

Task 2 - Assistance with Project Closeout

Wood Rodgers will assist in closing out two HBP projects:

Danley Road Bridge - NEPA and CEQA clearances are complete, but no construction occurred. The consultant will prepare a No-Build closeout memorandum and finalize Caltrans-required documentation to deobligate funds.

Finks Road Bridge- Preliminary engineering was completed, but the project was terminated before environmental clearance. Wood Rodgers will document the

withdrawal and prepare final closeout forms.

In both cases, Wood Rodgers will coordinate with Caltrans to verify eligibility of previously reimbursed expenditures and work to prevent the County from having to repay federal funds.

Task 3 - Assistance with HBP Appeal

Leeseville-Lodoga Bridge - The County wishes to continue design work, but Caltrans has stated that no additional funding will be provided. Wood Rodgers will develop a project strategy and prepare an appeal package to the HBP Advisory Committee justifying the project's need, summarizing consequences of defunding, and including supporting technical documentation.

This contract will allow Wood Rodgers, Inc. to provide the County with specialized administrative and technical support needed to close, document, or advance key Highway Bridge Program projects, ensuring compliance with Caltrans and FHWA standards and safeguarding the County's eligibility for future bridge program funding.

Fiscal Impact/Funding Source
The contract cost is estimated at $29,610 with reimbursable costs being charged at an additional cost. Due to this, the contract is set at a not to exceed amount of $40,000.

Reimbursable expenses may include copies, parking, mileage (billed at the federal rate), and other incidental project-related costs.

Action for the Clerk
None.

Prior Board Action
Please number contract, obtain signature and forward to:

Wood Rodgers, Inc.
3301 C Street
Bldg. 100-B
Sacramento, CA. 95816

Attachments:
1. Wood Rodgers Contract_Highway Bridge Program
2. Attachment A_Proposal

ADMINISTRATIVE SUPPORT SERVICES CONTRACT

This Administrative Support Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Wood Rodgers, Inc. ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to provide administrative support services to assist the County of Colusa in resolving three Highway Bridge Program projects currently in various stages of development, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on November 18, 2025, and shall continue through December 31, 2026

3. **Compensation:** County will pay Contractor not to exceed $40,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued no later than 90 days for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Services will be performed with the ordinary skill care and judgement practiced by other members of the same profession, in the same locale, at the same time or similar point in time (Standard of Care)

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

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

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

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

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

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

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

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

8. **Debarment and Suspension:**

   A. Certification Regarding Debarment: By signing this Contract, the Contractor certifies that neither the Contractor nor any of its principals are currently debarred or suspended by any Federal department or agency.

   B. Certification of Lower Tier Contractors Regarding Debarment: By

administering any lower-tier subcontract exceeding $25,000 as a covered transaction under this Contract, the Contractor certifies that:

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or suspended from participation in this Contract by any Federal department or agency.

2) Prior to entering into any lower-tier subcontract exceeding $25,000, the Contractor shall require each proposed subcontractor to disclose, in writing, whether, as of the time of award of the subcontract, the subcontractor or its principals is debarred or suspended by the Federal Government. The Contractor may accomplish this by:

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

9. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party. For Professional Liability, and consistent with CA Code 2782.8, defense will be to the extent consultant is found negligent after a finding by a trier of fact.

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

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

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

F. Deductibles and Self-insured Retentions: Any deductibles or self-insured

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

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

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

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

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

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

If to County:	Public Works and Airport Operations Director County of Colusa 1215 Market St. Colusa, CA. 95932 Attn: Colt, Esenwein, Director
If to Contractor:	Wood Rodgers, Inc. 3301 C Street Bldg. 100-B Sacramento, CA. 95816

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

16. **Amendments**: This Contract may be modified or amended only by a written document

executed by both Contractor and County and approved as to form by the County Counsel.

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

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

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

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

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

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

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

    A. Attachment "A" – Proposal

Signatures on following page.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

WOOD RODGERS, INC.

_____Date:_____

_____
Name, Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy

WOOD RODGERS

October 6, 2025

Mr. D. Colt Esenwein, PE
County of Colusa, Public Works and Airport Operations
1215 Market Street
Colusa, CA 95932

RE: Proposal for Professional Services – Highway Bridge Program (HBP) Project Support

Dear Mr. Esenwein,

Wood Rodgers, Inc is pleased to submit this proposal to provide administrative support services to assist the County of Colusa in resolving three Highway Bridge Program (HBP) projects currently in various stages of development. We understand the County's need to bring several projects into compliance with Caltrans Local Assistance and FHWA requirements, including closing out two inactive projects and advancing one project that requires further review by the HBP Advisory Committee.

Our team has prepared the attached scope of work and fee proposal describing the professional services we will provide to support the County in resolving these projects. The scope includes preparation of Caltrans-ready closeout documentation, coordination with the District Local Assistance Engineer (DLAE), and development of an appeal package to address current funding issues. Our approach is designed to streamline the closeout process, minimize administrative burden on County staff, and preserve eligibility of previously reimbursed federal funds to the greatest extent possible.

We appreciate the County's ongoing partnership and the opportunity to continue supporting its bridge program. Please let us know if any adjustments are needed to align with your contracting requirements. We are ready to proceed upon receipt of notice to proceed with the task order authorization.

Sincerely,

Stacey Randall

Stacey Randall, PE
Project Manager

Enc.

SCOPE

The following Scope of Work details the approach of the Wood Rodgers Project Team (Consultant) to provide administrative support services to assist the County of Colusa in resolving three Highway Bridge Program (HBP) projects currently in various stages of development. The lead agency is the Colusa County Public Works Department (County).

The objective of this work is to support the County in achieving compliance with Caltrans Local Assistance and Federal Highway Administration (FHWA) requirements, ensuring that each project is properly documented, closed, or advanced as appropriate.

Our services will include technical review of existing project files, preparation of closeout documentation, coordination with the Caltrans District Local Assistance Engineer (DLAE), and development of an appeal package for one project requiring further consideration by the HBP Advisory Committee. Through this effort, the Consultant will help the County bring its HBP portfolio into good standing while minimizing risk of federal fund repayment and positioning active projects for successful continuation.

Task 1: Project Management

Wood Roders will provide overall project management and coordination for the three HBP projects. This work will include monitoring progress against budget and ensuring quality and consistency across all deliverables. The Consultant will prepare and submit monthly invoices in accordance with County requirements, accompanied by progress summaries identifying completed tasks and next steps. Coordination may include periodic progress meetings (virtual), email or phone updates, and preparation of meeting notes or action item logs. The Consultant will also coordinate with Caltrans District Local Assistance staff and other stakeholders as needed to facilitate submittal reviews and approvals.

Task 1 Deliverables

- *Monthly invoices and progress reports*
- *Meeting agenda and notes*

Task 2: Assistance with HBP Project Closeout

BRLO 5915(054) Danley Rd (15C-0057) – Closeout with Completed NEPA

Summary: NEPA and CEQA clearance have already been obtained, but no further design or construction activities were undertaken. Caltrans has since upgraded the bridge's condition rating, and the County has elected to select the No-Build alternative and closeout the project.

Wood Rodgers will review the project record, prepare a closeout memorandum documenting the No-Build decision, and complete the Final Report of Expenditures Checklist (LAPM Exhibit 17-H) for submittal to Caltrans. The closeout memo will summarize the project's development history, expenditures, and formally request that Caltrans close out the project and deobligate remaining federal funds. The memo will be prepared on County letterhead and will be signed by the County's authorized representative. Wood Rodgers will coordinate with Caltrans District Local Assistance Engineer (DLAE) and the Highway Bridge Program (HBP) Managers to confirm the eligibility of previously reimbursed preliminary engineering (PE) expenditures for the projects being closed. Wood Rodgers will assist the County in preparing supporting documentation and justification with the goal of avoiding County repayment of federal funds already expended.

While every effort will be made to demonstrate that costs incurred were reasonable, necessary, and eligible under the HBP and federal-aid regulations, the final determination regarding cost eligibility and repayment rests solely with Caltrans and the Federal Highway Administration.

BRLO 5915(055) Finks Road (15C-0084) – Closeout without Completed NEPA

Summary: preliminary engineering activities were performed but the project did not advance to environmental clearance. Caltrans has since upgraded the bridge's condition rating and the County has decided to withdraw the project at this stage.

Wood Rodgers will prepare a closeout memorandum explaining the County's decision to terminate the project before NEPA and complete the Final Report of Expenditures Checklist (LAPM Exhibit 17-H) or other necessary form required by Caltrans to complete closeout of the project. The memo will be prepared on County letterhead and will be signed by the County's authorized representative. Wood Rodgers will coordinate with DLAE and the HBP Managers to confirm the eligibility of previously reimbursed PE expenditures for the projects being closed. Wood Rodgers will assist the County

in preparing supporting documentation and justification with the goal of avoiding County repayment of federal funds already expended.

While every effort will be made to demonstrate that costs incurred were reasonable, necessary, and eligible under the HBP and federal-aid regulations, the final determination regarding cost eligibility and repayment rests solely with Caltrans and the Federal Highway Administration.

Task 2 Deliverables

- *Closeout Memorandums*
- *LAPM Ex 17-H Final Report of Expenditures*
- *Correspondence and Submittal Package documenting communications and final submittal to Caltrans/HBP*

3 – Assistance with Appeal of HBP Determination

BRLO 5915(056) Leeseville-Lodga (15C-0131) – Advancement without Completed NEPA

Summary: environmental clearance has not yet been obtained, but the County wishes to proceed with completing PA&ED and PS&E to replace the bridge. However, Caltrans has indicated that no additional HBP funding will be provided and if County elects to continue with project, all PE costs will need to be funded by the County.

Wood Rodgers will review the project status, bridge inspection reports, and prior HBP programming to confirm the basis of need. A strategy memorandum will be prepared for the County outlining available options and recommending a path forward. Wood Rodgers will prepare an appeal package for submission to the HBP Advisory Committee, including justification of project need, consequences of defunding, documentation of expenditures to date, and supporting technical material. If requested, the Consultant will assist the County in preparing presentation materials or responses to Advisory Committee questions to support the appeal.

Task 3 Deliverables

- *Project Strategy Memo*
- *Appeal package w/ presentation materials (if necessary)*
- *Correspondence and Submittal Package documenting communications and final submittal to Caltrans/HBP*

Reimbursables

Additional reimbursable costs include copies, parking, mileage, etc. Mileage is charged at the federal mileage rate.

FEE

The attached fee proposal is estimated to complete the above-described services. **Total requested = $29,610.**

		Principal Engr I	Prj Coord	Task Hrs	Task Cost
ID	Description	$ 285	$ 135		
1	Prj Management	8	4	12	$ 2,820.00
2	Assistance w/ HBP Project Closeout			64	$ 18,240.00
	5915(054) Danley Rd 15C-0057	*32*		*32*	*$ 9,120.00*
	5915(055) Finks Rd 15C-0084	*32*		*32*	*$ 9,120.00*
3	Assistance w/ Appeal of HBP Determination	30		30	$ 8,550.00
	Totals Hrs per Staff	102	4	170	
	Cost per Staff	$ 29,070	$ 540		$ 29,610.00
		Reimbursables (parking, mileage, etc)			
				Project Total	$ 29,610.00

Colusa County

Agenda Request Form

Item ID#: 2025-95 **Agenda Date:** 11/18/2025 **Item V.1**

ADMIN

Approve Contract with Help Central, Inc. to establish and operate 2-1-1 services for Colusa County residents.

Detailed Description/Background of Request
The CAO's Office and Department of Health and Human Services requests to enter into a contract with Help Central, Inc., a Chico-based non-profit, to establish and operate 2-1-1 services for Colusa County residents. Help Central, Inc. has successfully provided 2-1-1 services to Butte County residents since 2013 and to Glenn County residents since 2018. 2-1-1 is a nationally recognized, easy-to-remember telephone number that connects callers to health, human, and social services and provides critical information during disasters.

The contract also covers creation and maintenance of a comprehensive, annually updated Colusa County community resource database and a public, searchable website integrated with the regional 2-1-1 platform. A confidential textline will allow residents to request referrals by texting their zip code to 898211 weekdays from 8 a.m. to 8 p.m. Help Central will provide staff training, collaborate with County agencies, follow national Inform USA standards, and conduct regular quality-assurance reviews. In addition, the organization will furnish quarterly data to the County on call volumes, referral trends, unmet needs, database updates, and other mutually agreed-upon performance metrics, ensuring accountability and continuous service improvement.

Today, 2-1-1 is available in 53 California counties, covering 99.3% of the state's population. Colusa County currently lacks a dedicated 2-1-1 program. Partnering with Help Central, Inc. will leverage their regional expertise and infrastructure to bring 24/7 information and referral services to Colusa residents.

Fiscal Impact/Funding Source
Does not impact the general fund. Compensation not to exceed $1,893 for a one time start up cost and $12,952 per fiscal year.

The contract will be funded by Homeless Housing, Assistance, and Prevention Program (HHAP) Round 3 & 4.

Action for the Clerk
Board approved Resolution 25-032 supporting Colusa County 2-1-1 California Public Utilities Commission (CPUC) Application.

Prior Board Action
Please number contract, obtain signatures and forward to:

Help Central, Inc.
Tara Sullivan-Hames, Director
326 Huss Dr., Suite 100
Chico, Ca, 95928

Please notify ACAO Molly West when fully executed.

Attachments:
1. County Services Agreement_Help Central Inc.
2. 25-032 Support of the Colusa County 211 California Public Utilities Commission application

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Help Central, Inc. ("Contractor"), a California Nonprofit Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with 24-hour telephone and online service access to County programs, as more specifically detailed in Exhibit “A”.

2. **Term:** This Contract shall begin on November 1, 2025, and shall continue through December 31, 2026.

3. **Compensation:** County will pay Contractor compensation not to exceed $1,893 for a one time start-up cost and $12,952 per fiscal year, as provided for in Attachment “B.” Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

6. **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of

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

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

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

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

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

8. Debarment and Suspension:

A. Certification Regarding Debarment: By signing this Contract, the Contractor certifies that neither the Contractor nor any of its principals are currently debarred or suspended by any Federal department or agency.

B. Certification of Lower Tier Contractors Regarding Debarment: By administering any lower-tier subcontract exceeding $25,000 as a covered transaction under this Contract, the Contractor certifies that:

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or suspended from participation in this Contract by any Federal department or agency.

2) Prior to entering into any lower-tier subcontract exceeding $25,000, the Contractor shall require each proposed subcontractor to disclose, in writing,

whether, as of the time of award of the subcontract, the subcontractor or its principals is debarred or suspended by the Federal Government. The Contractor may accomplish this by:

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

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

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

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

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

herein if the policy is claims made.

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

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

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

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

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

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

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

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

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

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

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

12. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of

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

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

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

If to County:	Department of Health and Human Services Attn: Director 251 E. Webster St. Colusa, Ca, 95932
If to Contractor:	Help Central, Inc. Tara Sullivan-Hames, Director 326 Huss Dr., Suite 100 Chico, Ca, 95928

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

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

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

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

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract

shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or

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

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

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

    A. Attachment "A" – Scope of Work
    B. Attachment "B" – Annual Budget

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

HELP CENTRAL, INC.

_____Date:_____
Tara Sullivan-Hames, Director

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

By _____
Patricia Rodriguez, Deputy

Attachment A

2-1-1 Colusa County
SCOPE OF WORK

Help Central Inc. is a local non-profit organization based in Chico, CA and has provided 2-1-1 services for Butte residents since 2013 and for Glenn County residents since 2018, this proposal outlines the intent and purpose for Help Central Inc. to establish 2-1-1 services in partnership with Colusa County and to serve Colusa County residents through the regional Butte-Glenn-Colusa 2-1-1 Contact Center.

This proposal includes the following scope of services and activities to implement and operate 2-1-1 Colusa County on a 24/7 basis. (2-1-1 service is provided by the Butte-Glenn-Colusa 2-1-1 Center between the hours of 7:00am-8:00pm Monday-Friday. Overnight and weekend 2-1-1 telephone assistance will be provided by a regional partnering 2-1-1 service provider serving Butte, Glenn, and Colusa residents during afterhours.)

1. 2-1-1 CALL CENTER

--Provide Colusa County residents with 2-1-1 telephone services 24/7 regardless of language or disability.

- 2-1-1 offers a confidential live-help telephone call center where the caller's needs are assessed, and appropriate referrals are provided to connect the individual and/or household with available supportive services. Referrals to services are given to the caller during the phone conversation between the caller and the 2-1-1 Information & Referral Specialist with an option offered for the caller to also receive written referral information provided via text message and/or email message depending on the caller's preference and need.
- Non-English-speaking telephone callers will be assisted by a bilingual Specialist or seamlessly through a telephone interpreting service with access to interpreters in more than 150 languages.
- Individuals with a hearing impairment can reach a 2-1-1 Information & Referral Specialist by dialing 7- 1-1 to connect directly with the California Relay Service which will make the communication-enabled connection to Colusa 2-1-1.
- 2-1-1 will utilize "warm hand offs" to partnering agencies, transferring callers directly when possible and when appropriate, especially to assist vulnerable callers.
- Vulnerable callers receive follow-up phone calls from 2-1-1 to determine if the person has successfully connected with the referred services and received the help they need.
- 2-1-1 will request a welfare check or file a child or adult protective services report as necessary based on an established critical risk assessment protocol and for protection of individual community members.

--Facilitate and submit in partnership with CA 2-1-1, the required California Public Utilities Commission (CPUC) application for authorization and activation of the 2-1-1 Colusa County service:

- The CPUC must authorize the 2-1-1 Colusa County application for live-help telephone

service. Help Central Inc. will complete and submit the application to the CPUC. Colusa County will obtain the 10 letters of support from local service providers and the Board of Supervisor's resolution in support of 2-1-1 services, required as part of the application. In addition, Colusa County Office of Emergency Services will supply a letter or MOU stating intent to share public safety information with 2-1-1 before and during disasters and community emergencies. That demonstrated intent to communicate is a required section in the CPUC application.

--Ensure that provisioning of the 2-1-1 dialing code by existing telecom providers is complete (wireless and land line servers) within Colusa County and that residents can dial 2-1-1 successfully from their cell phones and land line phones.

- When authorized by the CPUC, the 2-1-1 dialing code in each county is provisioned by individual telecom providers. The 2-1-1 dialing code is already "live" in Colusa County due to participation in the SB1212 2-1-1 project. Help Central Inc. will test the currently live 2-1-1 dialing code in Colusa County and will liaise with any new telecom providers in the service area that did not already provision the 2-1-1 dialing code previously and to ensure service for all Colusa County residents.

- **Call Center Implementation Timeline:**
  - **CPUC Authorization**- 3 months from the date of application submitted but could be longer (entirely dependent on the CPUC's calendar to complete their review of the application and to agendize the Colusa County authorization)
  - **2-1-1 dialing code testing** by Help Central Inc. – 2 weeks; (existing telecom 2- 1-1 services can be tested prior to CPUC authorization)
  - **2-1-1 dialing code additional provisioning by NEW telecoms** – 3 months from the date of CPUC authorization
    (Please note: 2-1-1 dialing is already live for Colusa County residents; only any NEW telecom providers will need to provision 2-1-1 for their customers after CPUC authorization)
  - **Call Center Activation:** Because the Butte-Glenn 2-1-1 Call Center is already established, and because the 2-1-1 dialing code is already "live" in Colusa County, the 2-1-1 Colusa call center service can begin operating immediately upon CPUC authorization and completion of local staff training.

2. 2-1-1 COMMUNITY RESOURCE DATABASE AND WEBSITE

--Create and maintain a comprehensive community resource database of health and human services in Colusa County for use by the 2-1-1 Specialists to provide appropriate, accurate, and timely referrals to Colusa County residents. The 2-1-1 resource database will include available free and low-cost health and human services per the inclusion/exclusion policy of Help Central Inc. and will be updated, at minimum, annually or forthwith, should

the need arise to edit or add community resources.

- Implementation timeline: Start 11/1/25 and completed by 12/31/26.

--Create and maintain a public searchable 2-1-1 Colusa web site with free access to the 2-1-1 Colusa County community resource database. The web site will have a unique url and portal entry for Colusa County residents and will house a communal searchable Butte, Glenn, and Colusa County database of health and human services. The web site is accessible to Colusa County residents, County workers, community case managers and care coordinators, health and mental health providers, child care providers, school personnel, older adults, caregivers, law enforcement, and any others.

- Implementation timeline: The public could have access to the 2-1-1 Colusa County website by 2/11/2026 if approved by the County. The live community resource database will continue to be populated through 12/31/26 creating a real time expansion of services available on the website. Annual updates and new resources for Colusa County will be continually added in 2026 and in each subsequent year.

3. 2-1-1 LIVE HELP REFERRAL TEXTLINE

--Provide Colusa County residents with a confidential live-help 2-1-1 textline. Colusa County residents text their zip code to 8982-1-1 to connect with a 2-1-1 Information & Referral Specialist who can provide referrals to supportive services by text. Community members needing help can quickly ask for and receive referrals to supportive services such as food pantries, housing supports, benefits programs, transportation, veteran's programs, services for older adults, child care resources, and more. Text response is conversational but more abbreviated than 2-1-1 phone help. Text messages giving referrals typically include the service providers' contact information and/or links to program and services descriptions, applications, online services, fliers, etc. The 2-1-1 textline is open M-F 8am-8pm.

- Implementation timeline: Immediate implementation of the live-help textline for Colusa County residents upon completion of the 2-1-1 Colusa County community resource database (12/31/26).

4. PARTNERSHIP, COLLABORATION, AND TRAINING

1. Provide essential training to Colusa County personnel. Trainings shall include, but are not limited to:
    - Cross training with Colusa County agencies and organizations.
    - Training and adherence to the Inform USA (formerly Alliance of Information Referral Systems) national standards for Professional Information and Referral services.
2. Ensure Referral Specialists and Resource Database Specialists abide by the national Inform USA Standards for service delivery and the call center best practices as established by Help Central Inc. in servicing Butte, Glenn, and Colusa counties.

3. Coordinate and host regular Quality Assurance Calibration calls with the County on a quarterly basis or as agreed to by both parties.
4. Adhere to the policies and procedures as provided by Colusa County for transferring any incoming emergency calls to 9-1-1 and to the Colusa County Behavioral Health crisis line.
5. Maintain a socially cohesive environment with Colusa County partners to strengthen the collaborative 2-1-1 service, increase utilization by Colusa County residents, and maximize cost efficiencies for both parties.
6. Explore opportunities for future special projects, enhanced client services, and sustainable funding for 2-1-1 Colusa County services.

5. DATA SHARING

--Provide caller and performance data to County on a quarterly basis, including:

- Call volumes
- Data on services referred
- Data on unmet needs (no community resources available to meet the caller's needs)
- Quality Assurance measures
- Quantity of Community Resource Database record updates
- Reports on special projects requested by County (subject to fees)
- Additional data mutually agreed upon by both parties (subject to fees)

Attachment B

2-1-1 Colusa County
ANNUAL BUDGET

An annual budget is included on the following page, as well as a one-time start up budget. Budget associated costs:

- Provide live-answer confidential and multi-lingual telephone Information and Referrals for health and human resources in Colusa County 24/7.
- Create and maintain 2-1-1 Colusa County resource database.
- Operate 2-1-1 Colusa County Call Center Software and Public Searchable Website.
- Develop 2-1-1 Colusa County Outreach/Marketing materials.
- Connect 2-1-1 Colusa to the 2-1-1 Butte-Glenn Phone System.
- Submit on behalf of 2-1-1 Colusa and the County, the application to the California Public Utilities Commission.
- 2-1-1 Dialing Code Testing.
- 2-1-1 Colusa Call Center Programming.
- Workstation to include head set, laptop and monitor.
- Establish roles of 2-1-1 Colusa Call Specialists, 2-1-1 Center Manager & 2-1-1 Resource staff.

Help Central Inc.			
211 COULSA COUNTY - ANNUAL BUDGET FY 1 (DRAFT PROPOSAL)			
Personnel			
211 Call Specialists	2392	104 hours @$23/hour	live answer telephone Information & Referral 7am-8pm; confidential, multi-lingual; approximately 550-1100 calls annually; includes ongoing staff training on Colusa county resources
211 Center Manager	1560	52 hours $30/hour	Supervision, Training, Quality Assurance
211 Resource Manager	1404	52 hours @$27/hour	Training, oversight, and community liaison for data entry; creation of 211 Colusa web site category system
211 Resource Specialist	3024	144 hours @$21/hour	create and maintain 211 Colusa County resource database
Total Wages	8380		
Personnel Taxes and Benefits	1425	17%	
Total Personnel	9805		
Operations			
211 Colusa County Call Center Software and Web Site	225	5%	Call center client tracking software and public searchable database/website – annual $4500
211 Center Rent & Utilities	600	5%	annual $12,000
211 Telephony	405	5%	annual $8100 Five9 call center telephone charges
211 Texting Platform Annual License fee	108	5%	Annual $2167 license fee; texting live help
211 Colusa County Outreach/Marketing	450		outreach materials design and printing by 211
Mileage	400		100 miles RT; 6 trips to Colusa County for training and outreach
Total Operations	2188		
Total Personnel and Operations	11993		
Indirect	959	8%	Admin, collaboration, insurance, HR, Director
Total Annual Costs	**$12,952**		
START UP BUDGET			
CPUC Application Submission	585	10 hours @$50/hour + taxes/benes	
211 Dialing Code Provisioning	0	fulfilled by 211 CA Disaster Service - SB1212	
211 Dialing Code Testing	253	8 hours @$27/hour + taxes/benes	
211 Colusa Call Center Programming	215	8 hours@$23/hour + taxes/benes	
Work station	700	head set, laptop, monitor	
Total	1753		
Indirect	140	8%	
Total Start Up Costs	**$1,893**		
TOTAL ANNUAL PLUS START UP COSTS	**$14,845**		

Please Note: The following are specifically excluded from this basic 2-1-1 health and human services proposal and annual budget:

-- Special projects and initiatives such as Coordinated Entry, CalAim enhanced care management and community supports, 0-5 assessments, enhanced assistance with transportation services, and other special programs potentially offered by Butte 2-1-1 or 2-1-1 Glenn County, are not included in this proposal at this time. We welcome future discussions for 2-1-1 special projects based on the needs of Colusa County residents and the funding available to support.

-- 2-1-1 Colusa County is not positioned in this contract to be activated by Colusa County Emergency Services to provide disaster response services. A separate MOU with the County will outline the coordination and exchange of public safety information and data between the County and 2-1-1 Colusa (Help Central Inc.).

RESOLUTION NO. 25-032

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IN SUPPORT OF THE COLUSA COUNTY 2-1-1 CALIFORNIA PUBLIC UTILIIES COMMISSION (CPUC) APPLICATION

WHEREAS, On July 21, 2000 the Federal Communications Commission designated 2-1-1 the three digit dialing code to provide public access to information, resources and referrals to organizations such as local government agencies, schools, community groups and service providers; and

WHEREAS, 2-1-1 implementation will be on a county-by-county basis per regulation of the California Utilities Commission (CPUC); and

WHEREAS, the single point of contact will simplify access to both government and non-profit community services; and

WHEREAS, 2-1-1 will streamline the delivery of information regarding available services to the general public and will assist service providers in better meeting the needs of their clients and the general public; and

WHEREAS, Colusa County is in the process of developing a CPUC Application for residents to be able to use the telephone for calling 2-1-1; and

WHEREAS, 2-1-1 will be a toll-free number that will be the fastest way to help link individuals to the appropriate non-emergency community resources, information and referrals; and

WHEREAS, 2-1-1 will be available to support vital public communication during and after disaster; and

WHEREAS, presently 53 counties in California have access to 2-1-1 services and more than 106 million Californians call 2-1-1 annually.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors support the Colusa County 2-1-1 California Public Utilities Commission (CPUC) Application.

RESOLUTION PASSED AND ADOPTED this 26th day of August, 2025 by the following vote:

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

NOES: None.

ABSENT: None.

Daurice K. Smith, Chair

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By: _____
Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2025-112 **Agenda Date:** 11/18/2025 **Item V.2**

COUNTY ADMINISTRATIVE OFFICE

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

Detailed Description/Background of Request
Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger	**FY2025/26**				
Department	Fund	Object	Dept	Amount	IB#
Emergency Ground Transport	316	31960	000	$2,883.00	IB-008
Emergency Ground Transport	316	53130	316	$2,883.00	IB-008

Fiscal Impact/Funding Source
See detailed report on the attached adjustment form

Action for the Clerk
None

Prior Board Action
None

Attachments:
1. IB-008 316 Inter-Budget FY25-26 HVAC repairs

Reset Form

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Emergency Ground Transportation

Submitted By: Kaline Moore

Digitally signed by Kaline Moore
Date: 2025.11.04 08:46:02 -08'00'

Explanation: Request to use fund balance to cover an unanticipated invoice for HVAC repairs at the Colusa facility,

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
316	31960	000	Fund Balance	$ 0.00	$ 2,883.00	$ 2,883.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 2,883.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
316	53130	316	Maintenance-Stru.grnds	$ 0.00	$ 2,883.00	$ 2,883.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 2,883.00

Fiscal Year: 2025-26

Board Date:

Inter-Budget Log #: IB- 008

OpenGov Amendment #:

Colusa County

Agenda Request Form

Item ID#: 2025-119 **Agenda Date:** 11/18/2025 **Item VI.1**

BOARD OF SUPERVISORS

Adopt a Resolution requesting membership in Pioneer Community Energy and approving the Amended and Restated Joint Exercise of Powers Agreement as amended with **Pioneer Community Energy**. Further, Introduce and waive first reading by title only of an Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County of Colusa and make a finding that adoption of the resolution and ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA).

Detailed Description/Background of Request
Pioneer Community Energy is requesting that the Board introduce and waive the first reading of an Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County of Colusa, and adopt a Resolution requesting membership in Pioneer Community Energy and approving the Amended and Restated Joint Exercise of Powers Agreement. The first reading of the Ordinance will take place at today's meeting, with the second reading scheduled for December 16, 2025. Additionally, discussion and direction is requested regarding the cumulative findings of the most recently completed Impact Assessment Study for the County of Madera and the Cities of Colusa and Chowchilla, with the understanding that these findings may be indicative of similar expected outcomes for the County of Colusa. It is further recommended that the Board find that the adoption of the Ordinance and Resolution is exempt from the requirements of the California Environmental Quality Act (CEQA).

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation (CCA) Program authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions. CCA Programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

ANALYSIS & DISCUSSION

In October 2025, Pioneer staff made a presentation to the Colusa County Board of Supervisors about the benefits of joining a CCA in general and Pioneer specifically. An Impact Assessment Study ("IAS") was authorized.

The purpose of an IAS is to determine projected financial outcomes related to the expansion of Pioneer's service territory. The study provides information regarding energy products pricing, customer energy usage, and forecasting. The results of the IAS are a key decision point in the expansion process. The study will examine 24 consecutive months of data for residents and businesses, for consumption patterns and electricity load requirements to forecast future consumption and costs.

Pioneer recently completed an Impact Assessment Study for potential expansion into the Cities of Colusa and Chowchilla and County of Madera, that had positive results. When comparing current rates to projected power supply costs at time of launch, that study supported expansion in October 2027.

Pioneer staff anticipate findings to be similar for the County of Colusa and the City of Williams, which are both included in the on-going IAS currently underway. Once complete, the IAS will be brought back to both the Pioneer Board of Directors and County Board of Supervisors for review. If the results are positive, as anticipated, the Pioneer Board will consider approving Colusa County's membership in Pioneer contingent upon certification of an amendment to its implementation plan by the California Public Utilities Commission.

Based on the recent study for the Cities of Colusa and Chowchilla and County of Madera, Pioneer staff anticipates the optimal time for a service launch into Colusa County and the City of Williams will be October 2027. The Board has already received CPUC approval for an expansion into the following jurisdictions in October 2027: Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise. On October 14, the Pioneer Board approved the process of amending the JPA to allow the Counties of Colusa and Madera, along with Cities of Chowchilla, Colusa and Williams to join the October 2027 expansion effort contingent upon positive IAS results.

THE JOINT POWERS AUTHORITY

If the County passes the requested ordinance and resolution to join the Pioneer JPA, it will generally not be permitted to leave the JPA without at least a year's notice. Even then, withdrawing from the JPA would require a majority vote of its governing Board.

Under the JPA agreement, although the debts and liabilities of the JPA would not be the debts and liabilities of the County, the JPA can impose debts and liabilities on to the County by way of a 2/3rds vote. It is not clear from the JPA agreement what if any types of debts/liabilities those could be.

Additionally, it appears from the JPA agreement that certain other debts and liabilities will flow to the County. For example, under Section 15 B of the agreement, Members may be liable for losses from the resale of power contracted for by Pioneer to serve the Member's load. It is not clear from the agreement what the nature or extent of this liability could be.

Should the County choose to join the JPA it would be required to provide one Board member as a voting representative of the County to participate on its governing board.

ENVIRONMENTAL CLEARANCE

The adoption of the Resolution does not constitute a project and is therefore exempt from the requirements of California Environmental Quality Act (CEQA) in accordance with Section 15378 of the CEQA Guidelines. Further, the action is exempt from CEQA, as there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

NEXT STEPS

If the proposed Resolution is approved and the Ordinance is adopted following the second reading on December 16, the County of Colusa will be eligible to join Pioneer Community Energy. Upon positive Impact Assessment Study results, Pioneer plans to submit an updated Implementation Plan to the California Public Utilities Commission (CPUC) in December 2025, detailing the expansion and planned service launch. The anticipated service launch date for new member jurisdictions is October 2027, which provides sufficient time for Pioneer's procurement team to secure power resources in compliance with regulatory requirements and to avoid entering the market during high-cost summer months. Pioneer will also work collaboratively with the County to develop and carry out a comprehensive community education and outreach campaign to ensure clear public understanding of the transition process and available customer options.

Fiscal Impact/Funding Source
The previously approved Impact Assessment Study will not exceed $15,000 and is shared among the County, City of Colusa, and City of Williams. There is no General Fund impact for administration of CCA service, as all operational costs are covered through Pioneer rates.

Action for the Clerk
On October 7, 2025, the BOS authorized participation in the Impact Assessment Study for Pioneer Community Energy.

Prior Board Action
Obtain signatures and number Resolution.

Attachments:
1. Resolution requesting membership to Pioneer Community Energy
2. Exhibit A_Amended and Restated Joint Powers Agreement_Pioneer Community Energy
3. Ordinance Implementing Choice Aggregation Program

RESOLUTION NO. 25-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS REQUESTING MEMBERSHIP IN PIONEER COMMUNITY ENERGY AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT AS AMENDED

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

WHEREAS, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

WHEREAS, on February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized by the Cities of Auburn, Lincoln, Rocklin and the Town of Loomis to become Voting Members of the Sierra Valley Energy Authority and established a CCA program within the jurisdictions of all Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

WHEREAS, the California Public Utilities Commission has certified the Implementation Plan of Pioneer, confirming Pioneer's compliance with the requirements of the Act; and

WHEREAS, subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the following to become Voting Members: Counties of El Dorado, Butte, Glenn, Nevada, Sutter and Tuolumne; and the Cities of Placerville, Grass Valley, Nevada City, Chico, Live Oak, Orland, Oroville, Sonora, Willows, Yuba City and the Town of Paradise; and

WHEREAS, currently electricity is generated and provided to the residents of the County of Colusa by Pacific Gas and Electric Company (PG&E) with no alternative provider for the County; and

WHEREAS, the County of Colusa finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, in October 2025, the County of Colusa and Pioneer began an impact assessment study to consider the financial feasibility and assessed risk of the addition of the County of Colusa into the service area of Pioneer; and

WHEREAS, having conducted additional discussions with Pioneer and having reviewed the results of the impact analysis co-commissioned by the City of Colusa and Pioneer, the County believes joining Pioneer will provide financial and other advantages to businesses and residents of the County of Colusa by providing alternative choices to energy procurement beyond PG&E; and

WHEREAS, the Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority, agree to be bound by the Joint Exercise of Power Agreement, and its intention to have the territory included in the service territory of the CCA; and

WHEREAS, the County of Colusa finds that adoption of this resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the resolution is exempt from CEQA, because there is no possibility that the resolution or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

NOW, THEREFORE, THE COLUSA COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES AS FOLLOWS:

Section 1. The recitals above are true and correct and are incorporated into this resolution by this reference.

Section 2. The Colusa County Board of Supervisors hereby expresses its desire to become a voting member of the Pioneer Community Energy Joint Powers Authority and have its territory included in the service territory of the Pioneer CCA.

Section 3. The Colusa County Board of Supervisors requests that the Board of Directors of Pioneer Community Energy approve the County as a voting member of the Pioneer Community Energy Joint Powers Authority, whose representative shall be seated on Pioneer's Board in accordance with Pioneer's rules and regulations.

Section 4. The Colusa County Board of Supervisors approve the Amended and Restated Joint Exercise of Powers Agreement, attached hereto as Exhibit A and incorporated by this reference as amended from time to time, and authorizes the Chair of the Colusa County Board of Supervisors to execute same.

Section 5. The Colusa County Board of Supervisors authorizes the CAO, or designee, to execute other documents necessary or desirable to facilitate membership in Pioneer Community Energy, subject to review and approval by Colusa County Counsel.

Section 6. This resolution shall take effect at the time the Ordinance Authorizing the Implementation of a Community Choice Aggregation Program in the County of Colusa, becomes effective.

PASSED AND ADOPTED this 18 day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Board Chair

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

By _____, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Pioneer Community Energy

Joint Exercise of Powers Agreement

Effective September 9, 2015
As amended and restated effective February 22, 2017
As amended by Amendment No. 1 dated December 27, 2020
As further amended by Amendment No. 2 dated January 21, 2021
As further amended by Amendment No. 3 dated April 15, 2021
As further amended by Amendment No. 4 dated January 20, 2022
As further amended by Amendment No. 5 dated November 17, 2022
As further amended by Amendment No. 6 dated February 27, 2025
As further amended by Amendment No. 7 dated February 27, 2025

Among the Following Parties:
City of Auburn
City of Chico
City of Colfax
City of Grass Valley
City of Lincoln
City of Live Oak
City of Nevada City
City of Orland
City of Oroville
City of Placerville
City of Rocklin
City of Sonora
City of Willows
City of Yuba City
County of Butte
County of El Dorado
County of Glenn
County of Nevada
County of Placer
County of Sutter
County of Tuolumne
Town of Loomis
Town of Paradise

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY

THIS Amended and Restated Joint Exercise of Powers Agreement (hereafter "Agreement") amends and restates the Joint Exercise of Powers Agreement for the SIERRA VALLEY ENERGY AUTHORITY, originally entered as of September 9, 2015, (the "Original Agreement") which was by and between the COUNTY OF PLACER, and the CITY OF COLFAX, both public entities of the State of California. By this amendment and restatement it becomes a Joint Exercise of Powers Agreement for PIONEER COMMUNITY ENERGY (hereafter "Pioneer") by and among Voting Members (including New Voting Members) and the Associate Members listed in Exhibit A to this Agreement, all public entities of the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the "Members").

RECITALS:

A. Whereas, each of the Members has a vested interest in the economic well-being of its respective jurisdiction and the region as a whole as well as energy efficiency and clean energy growth and development;

B. Whereas, the Members desire to enter into this Agreement to provide for local control of energy resources, the adoption of programs to foster economic development, energy efficiency, and resource conservation, and to further define and describe the scope of powers to be exercised by Pioneer;

C. Whereas, the Members share various powers under California law, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with property owners to provide financing for the installation of public and private improvements authorized within their jurisdictions;

D. Whereas, the purposes for entering into this restated Agreement include, but are not limited to:

1) Providing electric power and other forms of energy to customers at a competitive cost;

2) Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources and the overall power supply portfolio.

3) Carrying out programs to reduce energy consumption;

4) Stimulating and sustaining the local economy by developing local jobs in renewable energy; and

5) Reducing greenhouse gas emissions related to the use of electric power and other forms of energy in Placer County and neighboring regions;

E. Whereas, it is the intent of this Agreement to promote the development and use of a wide range of energy sources and energy efficiency programs, including but not limited to hydroelectric, biomass, landfill gas, conversion of waste-to-energy, solar, and wind energy production;

F. Whereas, Pacific Gas and Electric and Liberty Energy are the investor owned providers of retail electric service throughout the Voting Member jurisdictions and a Community Choice Aggregator is authorized to aggregate electrical load served by such investor owned providers within its members' jurisdiction. Each of the Voting Members must adopt an ordinance electing to implement through Pioneer a common Community Choice Aggregation pursuant to California Public Utilities Code Sections 331.1(b) and 366.2(12)(A).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Members hereto agree to establish a joint powers authority as follows:

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power common to the counties and public agencies and other powers specified therein (hereinafter the "Act"). Under Sections 6505 and 6507 of the Act, Pioneer is a public agency separate from its Members. As provided by Section 6508.1 of the Act, and Section 12 hereof the debts, liabilities or obligations of Pioneer shall not be the debts, liabilities or obligations of the individual Members, unless the governing body of a Member agrees in writing to assume any of those debts, liabilities or obligations.

The Members are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers set forth herein, including but not limited to the power to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, and the power to enter into voluntary contractual assessments with properties owners for authorized improvements within their jurisdictions.

Section 2. Purpose of Agreement

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to the Members and other powers granted to Pioneer under the Act, to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, to exercise all other powers necessary and incidental to accomplishing these purposes, and to provide a Community Choice

Aggregation (hereinafter "CCA") Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2, and as further described in Section 10.

Without limiting the generality of the foregoing, the Members also intend for this Agreement to be used as a mechanism by which Voting Members and non-voting Associate Members may authorize Pioneer to provide Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code ("Chapter 29"). Pioneer may provide PACE Programs pursuant to Chapter 29 within the boundaries of each Voting Member as set forth in Section 10(C) herein, and within the boundaries of each non-voting Associate Member as set forth in Sections 16 herein. The Members intend that other agreements with Associate Members shall define the terms and conditions associated with the implementation of the CCA Program, the PACE Program, and any other energy programs approved by Pioneer within the territorial jurisdiction of such Associate Members.

Section 3. Effective Date and Term

This Agreement shall be effective as an amendment and restatement of the Original Agreement, and Pioneer shall continue to exist as a separate public agency under the terms of this Agreement upon execution by the County of Placer and the City of Colfax. This Agreement shall be in full force and effect until terminated in the manner herein provided, subject to the rights of the Members to withdraw from Pioneer.

Section 4. Powers

Pioneer shall have all powers common to the Members, and such additional powers accorded to it by law, including the power to develop and implement comprehensive energy and resource development and conservation programs, as described herein. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by Pioneer within the territory of Pioneer shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (CEQA). As required by Government Code Section 6509, the power of Pioneer is subject to the restrictions upon the manner of exercising power possessed by the City of Colfax.

Pioneer is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 5C and Section 8:

A. to make and enter into contracts;

B. to employ agents and employees, including but not limited to an Chief Executive Officer;

C. to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

D. to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

E. to lease any property;

F. to sue and be sued in its own name;

G. to incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Marks- Roos Local Bond Pooling Act of 1985, as amended, and other provisions of California law that authorize public agencies to issue bonds and incur indebtedness, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et. seq.;

H. to form subsidiary or independent corporations or entities, if necessary to carry out energy supply and energy conservation programs and to take advantage of legislative or regulatory changes;

I. to deposit its money pursuant to Section 6505.5 of the Act and to invest its money which is not required for the immediate use of Pioneer, as Pioneer determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53635 of the California Government Code;

J. to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

K. to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

L. to adopt rules, regulations, policies, bylaws and procedures governing the operation of Pioneer ("Operating Rules and Regulations");

M. to establish and operate a CCA program, and make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program, including the acquisition of electric power supply and the provision of retail and regulatory support services;

N. to establish and operate one or more PACE programs pursuant to Chapter 29, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of Pioneer;

O. to establish a non-voting "Associate Member" status that provides membership in Pioneer to jurisdictions that are outside jurisdictional boundaries of Pioneer's Voting Members, but within whose boundaries a PACE, CCA, or other energy program is established and implemented by Pioneer on behalf of the Associate Member. Said jurisdictions shall adopt one or more agreements (a "PACE Agreement", "CCA Agreement", or other energy program agreement, as applicable) on terms and conditions established by Pioneer. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement, CCA Agreement or other energy program agreement for the purposes of implementing the PACE Program, CCA Program or other energy program, respectively, within the jurisdictional boundaries of the Associate Member. Except as expressly provided for by the PACE Agreement, CCA Agreement or other energy program agreement, Associate Members shall not have any rights otherwise granted to Pioneer Members by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement;

P. to execute agreements for the purpose of authorizing Pioneer to implement, manage and administer area-wide and regional programs in the interest of providing energy supply, development of energy generation, energy efficiency, resource conservation, local public welfare and other economically related energy programs. The costs incurred by Pioneer in implementing a program, including indirect costs, shall be costs of Pioneer and shall not be assessed to the Members, unless approved by the Governing Body of the Member.

Section 5. Governance and Internal Organization

A. Governing Board. The governing body of Pioneer shall consist of two (2) members of the Placer County Board of Supervisors, and one (1) member each for all other Voting Members, appointed respectively by each Voting Member that is or becomes a signatory to this Agreement ("Board Member"). The total number of Board Members shall equal the total number of Voting Members listed in Exhibit A plus one (1).

The Boards of Supervisors, City Councils and Town Councils of the Voting Members listed in Exhibit A shall respectively appoint such member(s) set out above and not less than one alternate member per Board Member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors, City Council or Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

B. Quorum. The majority of the members of the Board shall constitute a quorum. No action may be taken by the Board unless a quorum is present, except that less than a quorum may adjourn a meeting from time to time.

C. Powers and Function of Board. The Board will exercise governance, policy guidance and oversight over the business and activities of Pioneer, consistent with this Agreement and applicable law. Unless otherwise specified in Section 8, action by Pioneer Board will be taken by majority vote of the Board Members present.

D. Chairperson. The Chairperson and Vice Chairperson of the Board shall be selected by the Board from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

E. Secretary. The Board shall appoint a Secretary to the Board who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of Pioneer.

F. Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act"). The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

G. Bylaws. The Board shall adopt bylaws for the conduct of business that shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Board Member Compensation. Board Members shall serve without compensation from Pioneer. However, Board Members may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by Pioneer of expenses incurred by Board Members.

Section 6. Chief Executive Officer and Other Staff

A. Chief Executive Officer. The Board shall appoint a Chief Executive Officer for Pioneer, who shall be responsible for the day-to-clay operation and management of Pioneer. The Chief Executive Officer may exercise all powers of Pioneer, except the powers specifically set forth in Section 4, or those powers that by law must be exercised by the Board. The Chief

Executive Officer shall hire and supervise any Pioneer employees or consultants.

B. Chief Executive Officer Reports to the Board. The Chief Executive Officer shall prepare, no later than the 20th day of each first month of each fiscal quarter, a report to the Board on the operations of Pioneer during the preceding fiscal quarter. The Bylaws shall specify the information to be included in the Chief Executive Officer's reports.

C. Services Providers. The Chief Executive Officer may appoint one or more services providers to serve as Pioneer's agent(s) for planning, implementing, operating and administering the PACE Program, the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between Pioneer and the appointed administrative services provider or providers (a "Services Agreement"). The appointed services provider may be one of the Voting Members. A Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the PACE Program, the CCA Program and other approved programs. The Services Agreement shall set forth the term of the Agreement and the circumstances under which the Services Agreement may be terminated by Pioneer. This section shall not in any way be construed to limit the discretion of Pioneer to hire its own employees to administer the PACE Program, the CCA Program or any other program.

D. Independent Monitor. The Board may appoint or contract for the services of an independent monitor to review programs operated by Pioneer and to report to the Board.

E. Advisory Commissions, Boards or Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees.

Section 7. Treasurer and Auditor-Controller

The Governing Board shall appoint a Treasurer for Pioneer. The Treasurer shall be the depository of Pioneer and shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The duties and obligations of the Treasurer are further specified in Section 9. The Governing Body shall appoint an Auditor-Controller for Pioneer in compliance with the Act. The Auditor-Controller of Pioneer shall make or contract with a certified public accountant to cause an annual audit in compliance with Section 6506 of the Act. Pioneer of the Board to appoint a Treasurer and Auditor/Controller shall include

Pioneer to combine both offices to be held by one officer or employee pursuant to section 6505.6 of the Act.

Section 8. Special Voting Requirements and Voting Shares

A. Involuntary Termination or Amendment. Action of the Board on matters set forth in Section 15A (involuntary termination of a Member), or Section 19 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of the Board Members; provided, however, that for votes to involuntarily terminate a Member under Section 15A, the Board Member(s) for the Member subject to involuntary termination may not vote, and the number of Board Members constituting two-thirds of all Board Members shall be recalculated as if the Voting Member subject to possible termination were not a Voting Member.

B. Eminent Domain. A decision to exercise the power of eminent domain on behalf of Pioneer to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least two-thirds of all Board Members.

C. Contributions by Members. The imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in the PACE Program, the CCA Program, or other energy programs shall require a vote of at least two-thirds of all Board Members and the approval of the governing boards of the Members and Associate Members who are being asked to make such contribution or pledge.

Section 9. Financial Provisions

A. Fiscal Year. For the purposes of this Agreement, Pioneer shall have such fiscal year from July 1 to and including the following June 30.

B. Depository. All funds of Pioneer shall be held in separate accounts in the name of Pioneer and not commingled with funds of any Member or any other person or entity. All funds of Pioneer shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of Pioneer shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant to make an annual audit of the accounts and records of Pioneer, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

C. Expenditures. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means

for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

D. Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Pioneer Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of Pioneer shall be approved by the Board in accordance with the Operating Rules and Regulations.

E. Funding of Initial Costs. The County of Placer funded certain activities necessary to implement the CCA Program. These costs have been repaid in full.

F. CCA Program Costs. The Members desire that all costs incurred by Pioneer that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

Section 10. Implementation Action and Pioneer Documents

A. Each Member shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Member intends to implement a CCA Program by and through its participation in Pioneer.

B. Each Member that wishes to participate in the CCA Program shall adopt a resolution expressing its desire to become a Member to this Agreement, and its intention to have the territory of the Member's jurisdiction included in the service territory of the CCA.

C. Each New Voting Member that wishes to participate in the PACE Program shall adopt a resolution authorizing it to become a Voting Member under this Agreement. Execution by such New Voting Member of this Agreement shall constitute consent to Pioneer undertaking contractual assessment proceedings under Chapter 29 for all of the properties in such New Voting Member's incorporated area and to the contractual assessment financing of certain improvements (as enumerated from time to time in Chapter 29, "Improvements") by Pioneer, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to Pioneer's PACE Program, and to the assumption of jurisdiction thereover by Pioneer for the purposes thereof. Execution by such New Voting Member of this Agreement shall also serve to authorize Pioneer to take each step required for it to provide contractual assessment financing

for the Improvements, including the levying, collecting and enforcement of contractual assessments to finance the Improvements and the issuance and enforcement of bonds and other financing instruments to represent and be secured by such contractual assessments. The New Voting Members shall not be required to adopt a PACE Agreement and shall not be subject to the rights and obligations set forth therein, but shall instead, upon becoming Voting Members hereunder, be subject to the rights and obligations expressly set forth herein.

Pioneer may additionally provide PACE Programs pursuant to Chapter 29 within the boundaries of non-voting Associate Members, as described further in Section 16 herein.

D. Implementation Plan and Statement of Intent. Pioneer shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided by Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

E. Termination of CCA and PACE Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of Pioneer to terminate the implementation or operation of the CCA or the PACE Program at any time in accordance with any applicable requirements of state law.

F. Pioneer Documents. The Members acknowledge and agree that the affairs of Pioneer will be implemented through various documents duly adopted by the Board through Board resolution. The Members agree to abide by and comply with the terms and conditions of all such documents that may be adopted by

the Board, subject to the Members' right to withdraw from Pioneer as described in Section 14.

Section 11. Records and Reports

The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of Pioneer shall be open to inspection at all reasonable times by any Member to this Agreement or its representatives. Annual audits of Pioneer's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 12. Debts, Liabilities and Obligations

Pioneer is a public agency separate from the Members. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of Pioneer shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of Pioneer. A Member who has not agreed to assume a Pioneer debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of Pioneer. Should any debt, liability or obligation of Pioneer not be waived or allowed payable through assets of Pioneer, none of the County or City members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 13. Insurance and Indemnity

Pioneer shall acquire and maintain such insurance coverage as is necessary to protect the interests of Pioneer, the Members, and the public. The insurance shall also contain a written endorsement to such policy or policies, which names each of the Voting Members as additional insureds. Pioneer shall defend, indemnify, and hold harmless the Members, and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of Pioneer under this Agreement.

Section 14. Withdrawal

A. Right to Withdraw by Voting Member. A Voting Member may withdraw its participation in the CCA Program, effective as of the beginning of Pioneer's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to Pioneer and each Voting Member. Withdrawal of a Voting Member shall require an affirmative vote of its governing board.

B. Right to Withdraw By Voting Member After Amendment. Notwithstanding Section 14A, a Voting Member may withdraw its membership in Pioneer following an amendment to this Agreement adopted by the Board which the

Board Member appointed as the representative of a Voting Member voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Member shall require an affirmative vote of its governing board and shall not be subject to the twelve month advance notice provided in Section 14A. In the event of such withdrawal, the Member shall be subject to the provisions of Section 15B.

C. Continuing Liability; Further Assurances. A Voting Member that withdraws its participation in the CCA Program may be subject to certain continuing liabilities, as described in Section 15B. The withdrawing Voting Member and Pioneer shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Voting Member from participation in the CCA Program.

D. Withdrawal of Associate Member. The rights of an Associate Member to withdraw from Pioneer shall be governed by the applicable PACE Agreement or CCC Agreement.

Section 15. Termination

A. Involuntary Termination of a Member. Participation of a Member in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Member's participation in the CCA Program upon a vote of Board Members as provided in Section 8A. Prior to any vote to terminate participation with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Member has allegedly violated. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Member that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 15B.

B. Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Member, the Member shall remain responsible for any claims, demands, damages, or liabilities arising from the Member's membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Member shall not be responsible for any liabilities arising after the date of the Member's withdrawal or involuntary termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member may remain liable include, but are not limited to, losses from the resale of power contracted for by Pioneer to serve the Member's load. With respect to such liability, upon

notice by an Member that it wishes to withdraw from the program, Pioneer shall notify the Member of the minimum waiting period under which the Member would have no costs for withdrawal if the Member agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Member also shall be responsible for any costs or obligations associated with the Member's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Member. Pioneer may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with Pioneer, as reasonably determined by Pioneer and approved by a vote of the Board, to cover the Member's liability for the costs described above. Any amount of the Member's funds held on deposit with Pioneer above amounts not required to pay any liabilities or obligations shall be returned to the Member. The liability of any Member under this section 15B is subject and subordinate to the provisions of Section 12, and nothing in this section 15B shall reduce, impair, or eliminate any immunity from liability provided by Section 12.

C. Mutual Termination. This Agreement may be terminated by mutual agreement of all the Voting Members; provided, however, the foregoing shall not be construed as limiting the rights of a Voting Member to withdraw its participation in the CCA Program, as described in Section 14A.

Disposition of Property upon Termination of Pioneer. Upon termination of this Agreement, any surplus money or assets in possession of Pioneer for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Voting Members in proportion to the contributions made by each. If no such contributions have been made, then such surplus after payment of all liabilities, costs, expenses, and charges shall be distributed to each Voting Member based on Annual Energy Use Divided by Total Annual Energy, multiplied by 100. "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh") within the Voting Member's respective jurisdiction, and "Total Annual Energy" means the sum of all the Members Annual Energy Use. All measures of kilowatt hours shall be set using the electric load forecast upon which the current annual budget was based. If a Member has more than one Board Member, the distribution will be made pursuant to the above calculation as it relates to the respective jurisdiction.

D. Negotiations with Associate Members. If the Voting Members wish to terminate this Agreement, or if the Voting Members elect to withdraw from

the CCA Program following an amendment to this Agreement as provided in Section 14B, but two or more Associate Members wish to continue to participate in the CCA Program, the Voting Members will negotiate in good faith with such Associate Members to allow the Associate Members to become the Voting Members to this Agreement or to effect a transfer of CCA Program operations to another entity.

Section 16. Associate Members

A. With the approval of the Board, any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the CCA Program. A public agency requesting such membership may apply by presenting to Pioneer a resolution of the public agency approving of this form of participation.

B. Any qualified public agency (as defined by Section 6500 of the JPA law) may become a non-voting Associate Member of this Agreement for purposes of participating in the PACE Program upon (i) such qualified public agency (a) adopting a resolution expressing its desire to become a non-voting Associate Member to this Agreement and authorizing the implementation of a PACE Program within the boundaries of its jurisdiction and (b) executing a PACE Agreement and (ii) the Board approving the qualified public agency as a non- voting Associate Member.

C. The date and terms upon which the applying public agency will become a non- voting Associate Member will be determined by the Board and set forth in a CCA Agreement or PACE Agreement, as applicable.

Section 17. Termination of Powers

Pioneer shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 18. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 15, all costs, expenses, and charges legally incurred by Pioneer shall be paid and discharged; and Pioneer shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected Members except to the extent otherwise agreed upon by the affected Members.

Section 19. Amendments

This Agreement may only be amended by a written amendment approved by a vote of Board Members as provided in Section 8. Pioneer shall provide written notice to all Members of amendments to this Agreement at least 30 days prior to the date upon which the proposed amendment is being considered by the Board. If the proposed amendment is adopted by the Board, Pioneer shall provide prompt written notice to all Members of the effective date of such amendment along with a copy of the amendment.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the Members and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except as provided in Section 19.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the second member has executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

[Signatures on following page]

CITY OF AUBURN, a Municipal Corporation

EXECUTED ON

By _____
Mayor, City Council

And approved as to form _____
Gary Bell, City Attorney

ATTEST:

_____
Amy Lind, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF CHICO, a Municipal Corporation

EXECUTED ON

Date: 06-05-2025

By: _____

Title: **Mark Sorensen**
City Manager
~~City of Chico, CA~~

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF COLFAX, a Municipal Corporation

EXECUTED ON

And approved as to form

ATTEST:

By

City Manager, Wes Heathcock

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST: _____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF LINCOLN, a Municipal Corporation

EXECUTED ON

And approved as to form

By _____
Mayor, City Council

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF LIVE OAK, a Municipal Corporation

EXECUTED ON

Date: 6/25/25

By: _____

Title: City Manager

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF NEVADA CITY, a Municipal Corporation

And approved as to form _____

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF ORLAND, a Municipal Corporation

EXECUTED ON

Date: June 23, 2025

By: Janet Pilkerman

Title: Interim City Manager

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF OROVILLE, a Municipal Corporation

EXECUTED ON

Date: 6.23.25

By: David M. Pittman

Title: Mayor

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Mayor, City Council

CITY OF PLACERVILLE, a Municipal Corporation

And approved as to form _____

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF ROCKLIN, a Municipal Corporation

EXECUTED ON

And approved as to form _____
Sheri Chapman, City Attorney

By _____
Mayor, City Council

ATTEST:

_____
Hope Ithurburn, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF SONORA, a Municipal Corporation

EXECUTED ON:

Date: 11/25/25 And approved as to form

By:

Melissa Eads

Title: City Administrator

FOR Douglas L. White, City Attorney

ATTEST: Tracy L Skelly

Tracy Skelly, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF WILLOWS, a Municipal Corporation

EXECUTED ON

Date: 6/10/25

By: Marti Brown

Title: City Manager

SIGNATURES CONTINUED ON NEXT PAGE

CITY OF YUBA CITY, a Municipal Corporation

EXECUTED ON

Date: 6/16/25

By: _____

Title: INTERIM CITY MANAGER

SIGNATURES CONTINUED ON NEXT PAGE

PGE - JPA

COUNTY OF BUTTE, a Political Subdivision

EXECUTED ON

Date: 6/10/25

By: _____

Title: Chair, Butte County Board of Supervisors

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political subdivision

And approved as to form _____ 10/25/2022

ATTEST:

_____

SIGNATURES CONTINUED ON NEXT PAGE

COUNTY OF GLENN, a Political Subdivision

EXECUTED ON

Date: 6-17-25

By: _____

Title: VICE CHAIR

SIGNATURES CONTINUED ON NEXT PAGE

COUNTY OF NEVADA, a Political Subdivision

EXECUTED ON

Date: 6/11/25

By: [signature]

Title: CEO

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

COUNTY OF SUTTER, a Political Subdivision

EXECUTED ON

Date: 6/25/25

By: _____

Title: Chairman

Approved as to Form
County Counsel
Sutter County, California

By _____

SIGNATURES CONTINUED ON NEXT PAGE

COUNTY OF TUOLUMNE, a Political Subdivision

EXECUTED ON

Date: 6/13/25

By: [signature]

Title: Acting CAO

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON:
October 11, 2022

By _____
Mayor, Town Council

TOWN OF LOOMIS, a Municipal Corporation And

approved as to form

_____
Town Manager

ATTEST:

_____
Deputy Town Clerk

TOWN OF PARADISE, a Municipal Corporation

EXECUTED ON

Date: 6/11/2025

By: _____

Title: Town Manager

Exhibit A

Voting Members and Associate Members

Section A.1 Voting Members

City of Auburn

City of Chico

City of Colfax

City of Grass Valley

City of Lincoln

City of Live Oak

City of Nevada City

City of Orland

City of Oroville

City of Placerville

City of Rocklin

City of Sonora

City of Willows

City of Yuba City

County of Butte

County of El Dorado

County of Glenn

County of Nevada

County of Placer

County of Sutter

County of Tuolumne

Town of Loomis

Town of Paradise

Section A.2 Associate Members

City of Folsom

County of Sacramento

Town of Truckee

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE COUNTY OF COLUSA

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION I:

The Colusa County Board of Supervisors hereby finds and determines as follows:

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program ("CCA"). The Act expressly authorizes participation in a CCA through a joint powers authority; and

2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Sierra Valley Energy Authority and established a CCA program within the jurisdictions of all Voting Members; and

5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and

6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the following to become voting members: Counties of El Dorado, Butte, Glenn, Nevada, Sutter, and Tuolumne; and the Cities of Placerville, Grass Valley, Nevada City, Chico, Live Oak, Orland, Oroville, Sonora, Willows, Yuba City, and the Town of Paradise.

7. Currently electricity is generated and provided to the residents of Colusa County by Pacific Gas and Electric Company (PG&E) with no alternative provider for the County of Colusa.

8. The County of Colusa finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.

9. In October 2025 the County of Colusa and Pioneer began an impact assessment study to consider the financial feasibility and assessed risk of the addition of the County of Colusa into the service area of Pioneer.

10. Contingent on completion of those discussions and study, the County of Colusa finds joining Pioneer will provide financial and other advantages to businesses and residents of the County.

11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.

12. The County of Colusa finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378.) Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3).)

SECTION II:

The Board of Supervisors of the County of Colusa authorizes the implementation of a Community Choice Aggregation program within the areas currently served by PG&E through participation in the Community Choice Aggregation program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the County of Colusa expressing the County's desire to become a member of Pioneer, (c) approval by the County of Colusa of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, (d) approval by the Governing Board of Pioneer Community Energy of the membership of County of Colusa and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the County of Colusa.

SECTION III:

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the Board of Supervisors of the County of Colusa that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION IV:

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage

Passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 18th day of November 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair,
Colusa County Board of Supervisors

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

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-123 **Agenda Date:** 11/18/2025 **Item VI.2**

ADMIN

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

Detailed Description/Background of Request
On June 30, 2022, the Board of Supervisors approved a countywide hiring freeze in conjunction with adoption of the FY 2022-23 Recommended Budget. The hiring freeze was implemented due to budgetary constraints within the General Fund, with the intent that salary savings would be realized by leaving vacant positions unfilled. The freeze applied to all County departments.

On August 2, 2022, the Board established the Employee Hiring Ad-Hoc Committee to review recruitment requests. The committee, consisting of two Board members, the Human Resources Director, and the CAO's Budget Analyst, has reviewed all recruitment requests since that time. Upon unanimous agreement of the committee, the Human Resources Department was authorized to proceed with recruitment on a case-by-case basis.

Since adoption of the current fiscal year budget, most vacant positions have been formally eliminated, thereby removing the underlying condition that necessitated the hiring freeze. As a result, the hiring freeze is no longer applicable or necessary under the current budget structure.

Staff requests that the Hiring-Ad Hoc Committee be dissolved, and the Hiring Freeze be removed. All County Departments will work with Human Resources when a position becomes vacant.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Hiring Freeze was established on June 30, 2022.
Employee Hiring Ad-Hoc was established on August 2, 2022.

Prior Board Action
None.

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-126 **Agenda Date:** 11/18/2025 **Item VI.3**

BOARD OF SUPERVISORS

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

Detailed Description/Background of Request
Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to:

Rural County Representatives of California (RCRC) Board of Directors
RCRC requires that both the Delegate and Alternate designation be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC Conflict of Interest Code upon adoption y the Board, and file a Form 700. **The first RCDRC Board Meeting of 2026 and Installation of Officers will be held on January 21, 2026.**

Golden State Finance Authority (GSFA)
GSFA requires that both the Delegate and Alternate designation be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities. **The first GSFA Board Meeting of 2026 will be held on January 21, 2026.**

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code upon adoption y the Board, and file a Form 700.

Golden State Connect Authority (GSCA)
GSCA requires that both the Delegate and Alternate designation be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities. **The first GSCA Board Meeting of 2026 will be held on January 21, 2025.**

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption y the Board, and file a Form 700.

Rural Counties Environmental Services Joint Powers Authority (ESJPA)
The ESJPA bylaws require that a Supervisor be the Delegate. Alternates are generally a staff member in charge of solid waste/recycling programs for the county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights. **The first ESJPA Board meeting of 2026 will be held on March 26, 2026.**

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Fiscal Impact/Funding Source
None

Action for the Clerk
Appointments are done every year.
2025 appointments: Supervisors Smith and Bell were appointed to GSFA, GSCA, and RCRC, Supervisor Smith and DPW Director Colt Esenwein were appointed to ESJPA.

Prior Board Action
Email to Maggie Chui at mchui@rcrcnet.org or mail to: Rural County Representative of California, Attn: Maggie Chui, 1215 K Street, Suite 1650, Sacramento, CA 95814.

Attachments:
1. 2026 RCRC Board of Directors Delegates and Alternates
2. 2026 GSFA Board of Directors Delegates and Alternates
3. 2026 GSCA Boarfd of Directors Delegates and Alternates
4. 2026 ESJPA Delegates and Alternate

RCRC
REPRESENTING CALIFORNIA'S RURAL COUNTIES

To: Members of the RCRC Board of Directors
RCRC Member County CAOs
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: November 6, 2025

Re: Designation of the 2026 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2026 and Installation of Officers will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



Designation of 2026 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfahome.org

To: Members of the GSFA Board of Directors
GSFA Member County CAOs
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2026 will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form



Designation of 2026 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.

golden state connect authority

To: Members of the GSCA Board of Directors
GSCA Member County CAOs
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2026 will be held on January 21st.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form

Designation of 2026 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code and file a Form 700.

Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA Member County CAOs
ESJPA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: November 6, 2025

Re: Designation of the 2026 ESJPA Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2026 will be held on March 26th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2026 Delegate and Alternates for the

Rural Counties' Environmental Services Joint Powers Authority (ESJPA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **1st Alternate:** _____

  E-Mail: _____

- **2nd Alternate:** _____

  E-Mail: _____

Effective Date: _____

Designations will be effective January 1, 2026, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste/recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.

Colusa County

Agenda Request Form

Item ID#: 2025-59 **Agenda Date:** 11/18/2025 **Item VI.4**

AIR POLLUTION CONTROL DISTRICT BOARD

Sitting as the Colusa County Air Pollution Control District Board
Adopt a Resolution Approving and Authorizing the Application to Administer the Carl Moyer Memorial Air Quality Standards Attainment Program, the Moyer Rural Assistance Program, and the Carl Moyer State Reserve Program.

Detailed Description/Background of Request
The Carl Moyer Memorial Air Quality Standards Attainment Program ("Carl Moyer"), the Moyer Rural Assistance Program ("RAP"), and the Moyer State Reserve ("State Reserve") are state programs that provide grant funding for cleaner-than-required engines and equipment. Grants under these programs are administrated by local air districts.

The Colusa County Air Pollution Control District ("District") has administered grants under the Carl Moyer Program for the past twenty-five (25) years, RAP for the past twenty (20) years, and State Reserve for the past five (5) years. Every year the District is required to submit an application requesting that we continue to administer the programs. Additionally, the state requires that we annually provide a Board resolution to that effect. These programs offer the District a source of funding to achieve considerable emission reductions from high-polluting diesel engines. Accordingly, we are asking the District Board to adopt the resolution approving and authorizing the District's continued administration of the Carl Moyer Program, the Moyer Rural Assistance Program and the Moyer State Reserve Program.

Fiscal Impact/Funding Source
This is a revenue agreement with grant funds provided by the State of California for the program. There is no fiscal impact to the District and no match fund requirements.

Action for the Clerk
The Board previously authorized the District to apply to administer the programs. This has been approved every year for the last twenty-five (25) years with regard to the Carl Moyer Program, every year for the last twenty (20) years for RAP, and every year for the past five (5) years for State Reserve.

Prior Board Action
Obtain all necessary signatures and submit the resolution to MSCDGrants@arb.ca.gov and Nilda.Ruiz@arb.ca.gov.
Submit a fully executed copy of the resolution to the Colusa County Air Pollution

Control District at ccair@countyofcolusaca.gov and to debrown@countyofcolusaca.gov.

Attachments:

1. Signed_MoyerYR28_Solicitation_Revised_09-23-25
2. Carl Moyer Program (Year 28) Resolution

State of California
California Environmental Protection Agency
California Air Resources Board

Attachment 3: Carl Moyer Program Application

MSCD/ITAB-099 (REV. 08/2025) Page 1 of 3

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov with a CC to your Air District Liaison.

Section 1: Applicant Air District

Air District Name: Colusa County APCD	
Street Address: 100 Sunrise Blvd, Suite F	City/Zip Code: 95932
Contact Person: Gerald Peters	Telephone Number: 5304580585
E-mail: gpeters@countyofcolusaca.gov	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form ☑ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Taxpayer ID Form to CARB.	

Section 2: Program Administration

Mover Year: Moyer Year 28	Fiscal Year: Fiscal Year 25-26
Based on the box selected below, this will determine your percentage of administration funds Per the Moyer Guidelines ☐ Air District is with one million or more inhabitants ☑ Air District is under one million inhabitants	

If the Air District wishes to request a program administration grant percentage lower than the amount allowed in the Carl Moyer Guidelines, check the box and enter the percentage.

☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by the Carl Moyer Guidelines (Chapter 3). Percent of the total grant:

Section 3: Air District Request of Carl Moyer Program Funding

Check one box and enter the dollar amount (if applicable).

☐ Tentative allocation ("Total Allocation" amount from Attachment 1):	$	
☐ Greater amount than tentative allocation, if available:	$	
Sum of tentative allocation plus greater amount:	$	
☐ Less amount than the tentative allocation, but more than minimum	$	
Sum of tentative allocation minus the lesser amount	$	
☑ Minimum allocation of $200,000 (no match required).		
☐ Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
☐ Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
☐ No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

Section 4: Air District Matching Funds (15% Of Funding Request, For Applications Over $200,000)

The Total Air District Match is based on the:
☐ Tentative allocation:
Total Air District Match:
☐ Request Allocation (Tentative allocation plus greater amount)
Total Air District Match:
☐ Other
Total Air District Match:

Specify match funding by Source and Amount (The total should equal the total amount indicated above):

Source of Funding	Dollar Amount
Estimated In-Kind Administration: (Up to 15% of Total District Match)	

Section 5: Board Resolution

An Air District should not submit a completed application if the district does not have approval/authority from their governing board or is not scheduled to go before their governing board to participate.

Check one box and complete the date (if applicable).

☐ This application has been duly approved and authorized by the Air District Board, as specified in the attached resolution.
☑ This application is scheduled to go before the Air District Board.
Date scheduled to go before the Air District Board: 9.23.2025

Section 6: Air District Contact Information

Air District Air Pollution Control Officer	Telephone Number	Email Address
Anastacia Allen	530-458-0590	mallen@countyofcolusaca.gov

Air District Carl Moyer Program Manager	Telephone Number	Email Address
Gerald Peters	530-458-0585	gpeters@countyofcolusaca.gov

Section 7: Air District APCO/EO Approved Signature

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer:	Date of Signature: 8.26.2025

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO ADMINISTER THE CARL MOYER PROGRAM, MOYER RURAL ASSISTANCE PROGRAM, AND MOYER STATE RESERVE

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emission from on-road, marine, locomotive, agricultural, and off road engines;

WHEREAS, the Colusa County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in the Sacramento Valley Air Basin and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the District may also have projects that qualify for grant funds through the "Moyer Rural Assistance Program" (RAP);

WHEREAS, the District may also have projects that qualify for grant funds through the "Moyer State Reserve" (State Reserve); and

WHEREAS, the District may be eligible to accept Carl Moyer Program funds from other districts through inter-district transfer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Colusa Air Pollution Control District approves and authorizes the submittal of an application to the California Air Resources Board for the Carl Moyer Program, Moyer Rural Assistance Program, and Moyer State Reserve for the maximum amount of funds for which the district is eligible;

BE IT FURTHER RESOLVED that the Governing Board directs the Director of Air Quality Standards to accept Carl Moyer Program, Moyer Rural Assistance Program, and Moyer State Reserve projects, accept grant amounts, request disbursements, and approve contracts.

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PASSED AND ADOPTED this 18th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice Kalfsbeek Smith, Board Chair

ATTEST: Marcos Kropf
Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Colusa County

Agenda Request Form

Item ID#: 2025-150 **Agenda Date:** 11/18/2025 **Item IX.1**

HUMAN RESOURCES

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

Detailed Description/Background of Request

Fiscal Impact/Funding Source

Action for the Clerk

Prior Board Action
None.

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-117 **Agenda Date:** 11/18/2025 **Item IX.2**

HUMAN RESOURCES

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

Detailed Description/Background of Request

Fiscal Impact/Funding Source

Action for the Clerk

Prior Board Action

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-90 **Agenda Date:** 11/18/2025 **Item IX.3**

PUBLIC WORKS DEPARTMENT

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

Detailed Description/Background of Request

Fiscal Impact/Funding Source

Action for the Clerk

Prior Board Action

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-129 **Agenda Date:** 11/18/2025 **Item IX.4**

COUNTY ADMINISTRATIVE OFFICE

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

Detailed Description/Background of Request

Fiscal Impact/Funding Source

Action for the Clerk

Prior Board Action

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-137 **Agenda Date:** 11/18/2025 **Item IX.5**

COUNTY COUNSEL'S OFFICE

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

Detailed Description/Background of Request

Fiscal Impact/Funding Source

Action for the Clerk

Prior Board Action

Attachments:
None

Colusa County

Agenda Request Form

Item ID#: 2025-82 **Agenda Date:** 11/18/2025 **Item 1**

COMMUNITY DEVELOPMENT DEPARTMENT

Public Hearing and adoption of a Resolution for the Saloon Energy Storage project (#PD-25-6) adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH #2025070064); and approving Use Permit #PD-25-6.

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

Detailed Description/Background of Request
Detailed Description/Background of Request

Saloon Energy Storage, LLC is requesting approval of a Major Use Permit, a Mitigated Negative Declaration (MND) (SCH No. 2025070064), and a Franchise Agreement for the Saloon Energy Storage Project (Use Permit PD-25-6). The project involves the construction, operation, maintenance, and eventual decommissioning of a battery energy storage system (BESS) with a capacity of up to 150 megawatts (MW) on an approximately 18.7-acre site in western Colusa County. The BESS would interconnect with the 115-kilovolt (kV) PG&E Cortina Substation, located roughly 0.5 miles west of the site, via a new underground generation tie-line within County right-of-way.

Using battery technology similar to that found in electric vehicles, the BESS would charge during periods of low electrical demand and discharge during peak demand periods, providing additional capacity to the electrical grid and enhancing grid reliability. The facility would be remotely operated year-round, available to receive or deliver power to the grid 24 hours a day, 365 days a year, with periodic on-site inspections and maintenance. The project requires a Major Use Permit because energy generation for off-site use is allowed in the Exclusive Agriculture (E-A) zone only with such approval pursuant to Colusa County Zoning Code Section 44-2.20.30. The franchise agreement is required to authorize the underground gen-tie installation within the County right-of-way, consistent with the California Constitution, Article 11, Section 7; Government Code Section 26001; and the Franchise Act of 1937.

In addition, the project site will be effectively screened from public views along Walnut Drive through retention of approximately 100 feet of the existing agricultural orchard along the property frontage. This vegetative buffer will remain in place for the life of the project and will function as both a visual and acoustic barrier, reducing the visibility of project components such as battery enclosures, transformers, and associated infrastructure. In addition to the orchard buffer, perimeter fencing and project setbacks

will further limit visibility from surrounding roadways and adjacent properties. As a result, the facility will be largely obscured from view along Walnut Drive, maintaining the rural agricultural character of the area and minimizing potential visual and noise impacts to the traveling public and nearby residents.

OTHER PERMITS/PUBLIC APPROVALS REQUIRED:

- Regional Water Quality Control Board (RWQCB): Construction General Permit.
- California Public Utilities Commission (CPUC): GO 131-D compliance, high-voltage crossing approval.
- Pacific Gas & Electric (PG&E) and Western Area Power Administration (WAPA): Interconnection approvals.
- Colusa County Environmental Health Division: Hazardous Materials Business Plan.
- Williams Fire Protection Authority: Fire Service Agreement / Fire Protection and Mitigation Agreement.
- Colusa County Air Pollution Control District: Authority to Construct and Operate.

APNs:

016-290-009-000 and 016-290-053-000

LOCATION:

Southeast of the intersection of Walnut Drive and East Camp Road, approximately four miles west of the City of Williams in Colusa County. Please note that previous newspaper and neighbor notices incorrectly stated that the site was located four miles from the community of Arbuckle, rather than the City of Williams.

PROJECT AND SITE DESCRIPTION:

Battery Energy Storage System (BESS):

- Development footprint: approximately 14.5 acres on an 18.7-acre parcel, with approximately 4.2 acres left undisturbed.
- Major components: battery enclosures, power conversion systems (PCS), medium-voltage transformers, and a main power transformer.
- Typical battery enclosure dimensions and appearance: ~30 feet long, 7 feet wide, and 9 feet high. Final equipment supplier and number of units are not yet determined; however, the total project footprint will remain as analyzed. The BESS enclosures shall be white due to the industry standard. Manufacturers produce white battery energy storage containers due to this being optimal for temperature control.
- Remote operation year-round, available for charging and discharging 24/7.

Gen-Tie Line:

- Approximately 0.5-mile underground 115 kV interconnection to the PG&E Cortina Substation.

- Located within County right-of-way, requiring a franchise agreement.

ANALYSIS:

General Plan Considerations:

The project site is designated Agriculture General (AG) in the General Plan, which allows for energy generation and storage facilities with a Use Permit. Relevant General Plan policies encourage renewable and storage facilities that improve grid reliability and utilize existing transmission infrastructure. Specifically, the Colusa County General Plan has numerous policies that support the proposed project, including:

- Policy LU 1-7 states: "Energy production, including renewable energy facilities and energy storage, is an allowed use within Agriculture General (AG) designations, subject to issuance of a conditional or major use permit."

The Saloon Energy Storage Project is consistent with Policy LU 1-7 because it is an energy storage facility proposed within an AG designation and will obtain a Use Permit, satisfying the discretionary review and permitting requirements.

- Policy CON 2-3 states: "The County supports commercial alternative energy facilities, including solar, wind, biomass, and energy storage-within Agriculture General, Agriculture Upland, Industrial, Forest, and Resource Conservation designations, contingent on obtaining the appropriate use permit."

The project aligns with Policy CON 2-3 by being a commercial energy facility in the Agriculture General designation and pursuing the required conditional use approval. However, since the project will result in the loss of 18.7 acres of existing agricultural orchards, the staff, in consultation with the Ag Commissioner, is recommending the following Condition of Approval:

DD. At the time of Building Permit Issuance, the project Developer shall be required to pay any applicable agricultural land preservation fees that have been adopted by the Board of Supervisors. The purpose of this fee is to subsidize agricultural operations, preserving agricultural land, or otherwise promoting agriculture within the County ("Agricultural Land Preservation Fee").

County Staff anticipates bringing forth for Board consideration an Agricultural Land Preservation Fee that can be applied to all future off-site energy storage projects that result in the loss of active agricultural land.

- Policy ED 1-10 states: "Assist efforts to attract new industries and businesses that develop new products and expand markets, particularly those that involve research and development of agricultural and food products."

The proposed battery energy storage system (BESS) project would introduce a new clean energy industry to the County, supporting local agriculture by improving grid reliability for farms and food processing facilities. If successful, it could be replicated regionally and potentially beyond, contributing to broader economic development

objectives in Colusa County.

- Policy PSF 3-1 states: "Maintain adequate and efficient fire protection, emergency medical response, and law enforcement services for both existing communities and new development."

The project complies with Policy PSF 3-1 through its Fire Service Agreement with the Williams Fire Protection Authority, Hazardous Materials Business Plan, and other emergency-response planning measures, ensuring public safety services adequately serve the facility and surrounding area.

- Policy S 1-2 states: "Promote hazard mitigation and resilience to protect lives, property, and critical infrastructure from natural and technological hazards."

By providing grid-supporting infrastructure and incorporating safety and hazard mitigation measures, the project enhances community resilience and aligns with the County's focus on protecting critical infrastructure.

Franchise Agreement Considerations:

On August 26, 2025, the Board of Supervisors authorized the formation of a Franchise Agreement Ad-Hoc Committee (Ad-Hoc Committee) and appointed Supervisors Bell and Smith to serve. The Ad-Hoc Committee members, including County staff, met on September 2, 2025, and October 15, 2025, to review and discuss the County's policies regarding Franchise Agreements for public or private utilities to utilize the public right-of-way (ROW) to install and maintain private infrastructure within the public ROW. The AD-Hoc Committee specifically reviewed policies and development standards regarding under- and above-ground infrastructure requirements, potential conflicts with agricultural use or public works projects, annual franchise fees for the privilege of installing private infrastructure within the public ROW, and bonding obligations for the removal of installed private infrastructure. Provided below are the policy and development standard changes that the AD-HOC Committee is recommending to be incorporated into any Franchise Agreements moving forward:

1. The Maximum Period ("Term") of any Franchise Agreement is 20 years, with the option to request a renewal.
2. Develop provisions for Franchise Renewal.
3. Include a $5,000 Franchise Agreement processing fee to cover all costs related to developing and publishing ordinances or agreements, as well as any additional expenses incurred by the County during review and evaluation, including consultant, attorney, and staff time.
4. Increase the Right-of-Way Occupancy Fee to $4.00 per linear foot of transmission line within the public right-of-way, payable annually by November 30 after permit issuance. Beginning with the second payment, the fee will increase by 3.6% annually. The grantee shall remain responsible for this fee until the transmission lines are removed or officially abandoned with County approval.
5. Require all Transmission Lines to be underground, unless physically infeasible due to existing infrastructure or geography.
6. Set the Construction Surety Bond ("Surety Amount") at 10% of the total estimated

project cost, payable at least 30 days before building and encroachment permits are issued. The bond will be released upon completion of construction.

7. Require a Performance Security Bond, in addition to the Construction Surety Bond. At least 30 days before operations begin or construction is completed, the grantee must file a performance bond equal to 10% of the actual project cost, in a form approved by County Counsel. This bond will remain on deposit for the duration of the franchise to ensure compliance with all agreement provisions.
8. Reduce the minimum Comprehensive general liability insurance or commercial general liability insurance policy coverage limit minimums to $2,000,000 for each occurrence; $2,000,000 aggregate for products-completed operations; and $4,000,000 general aggregate. The recommended minimum insurance coverage amounts are consistent with other County contract requirements.

Those recommendations have been incorporated into the Draft Ordinance granting an Electrical Line Franchise for the Saloon Energy Storage Project. The recommendations will ensure County fiscal protection and consistent oversight of the project.

When staff communicated the Ad-Hoc Committee recommendations to the applicant, they expressed concern about the reduced Franchise Agreement term and the general and commercial liability insurance policy coverage minimums. The applicant submitted a letter requesting (Attachment 5) that the Board consider increasing the term for this specific Franchise Agreement to 34 years (the anticipated duration of the project), because project financing is dependent on the necessary entitlements (i.e., Use Permit and Franchise Agreement) being secured for the life of the project. Regarding the insurance policy coverage minimums, the applicant is requesting that the Board consider a further reduction to $1,000,000 for each occurrence; $1,000,000 aggregate for product-completed operations; and $2,000,000 general aggregate.

Zoning Ordinance Considerations:

While General Plan Table LU-1 identifies technologies that use agricultural byproducts as an allowed use, Table LU-1 also specifies that the Zoning Ordinance will identify specific uses allowed on each parcel. The Exclusive Agriculture (E-A) zoning district allows energy generation for off-site use with an approved Use Permit per Section 44-2.20.30. The Use Permit process allows the County to review the characteristics of the project to ensure that the project is consistent with the General Plan and that any potential impacts to the surrounding area are fully mitigated to avoid detrimental impacts. The project, as conditioned, meets applicable zoning development standards for height, setbacks, lighting, and noise.

Planning Commission Considerations:

The Planning Commission reviewed and recommended approval of the project at their September 3, 2025, Planning Commission Meeting, subject to adding a Condition of Approval to maintain the proposed 100-foot agricultural buffer along Walnut Drive. The following language was approved at the meeting and is referenced in Exhibit A, Conditions of Approval.

The existing orchard shall be maintained in good health and agricultural condition

consistent with accepted industry standards, including regular watering, spraying, and pruning, for the life of the project. When trees are removed due to age, disease, or other causes, they shall be replaced with trees of a similar type and density to maintain the orchard's function as an agricultural buffer. All maintenance and replacement activities shall be conducted in a manner that avoids adverse impacts to adjacent agricultural operations and preserves the agricultural character of the site.

The applicant is requesting that the language above be replaced with the following:

The following vegetative buffers shall be maintained on the Project site: (I) a 100-foot-wide buffer along Walnut Drive, other than in the driveway areas; and, (ii) a 20-foot-wide buffer on the portions of the Project site that border the residence to the west of the Project. The buffer along Walnut Drive shall ensure that views of the Project are effectively screened from Walnut Drive. The vegetative buffers can be any combination of the following: (a) drought-tolerant trees and shrubs, (b) existing or new almond orchard, or (c) new tree crops. The project applicant shall maintain the vegetative buffers in good condition throughout the life of the Project.
The almond orchard outside of the vegetative buffer and project battery area shall be maintained using accepted industry standards for the remainder of its useful life. At the end of its useful life, the orchard may be removed or replanted in the project applicant's discretion.

Staff supports revising the Planning Commission's recommended Conditions of Approval as proposed, because the revised language provides more clarity while remaining consistent with the intent of the Commission's recommendation.

COMMENTS:

A letter of objection was received on August 11, 2025, from a neighboring resident near the project site (A'Hart). The letter raised concerns regarding the potential environmental impacts of the project and questioned the adequacy of the IS/MND, specifically citing: noise pollution, electromagnetic interference, traffic congestion, and safety for humans and animals, air and water quality, soil contamination, fire hazards, impacts on adjacent parcels, and compliance with applicable California, Colusa County, and federal regulations.

Staff's written response (attached) addresses each of these concerns. The Initial Study/Mitigated Negative Declaration (IS/MND) thoroughly evaluated all potentially significant environmental impacts. The Mitigation Monitoring and Reporting Program (MMRP) contains enforceable measures designed to reduce impacts to less-than-significant levels, as follows:

1. Noise (IS/MND Section 2.13, Noise)
Mitigation Measure MM NOI-1 requires the installation of an 8-foot-tall temporary noise barrier along the project property boundary during construction. Construction noise is not expected to exceed the Federal Transit Administration (FTA) maximum of 80 dBA Leq (8-hour) at any modeled sensitive receptor and would comply with the County Noise Element limit of 86 dBA Leq. During operations, the facility would meet nighttime

noise limits at the nearest residences and would not measurably increase ambient noise levels or generate perceptible vibration. In addition, the project would retain approximately 100 feet of the existing agricultural orchard along Walnut Drive to serve as a visual and noise buffer. With the implementation of MM NOI-1 and project design features, noise impacts from construction and operations would be less than significant.

2. Electromagnetic Fields (IS/MND Section 2.14, Electromagnetic Interference)
Although the CEQA does not consider EMF to be an environmental issue due to the absence of defined standards or consensus on health risks, the project will follow all applicable utility safety standards. No mitigation is required for EMF under CEQA, and impacts are considered less than significant.

3. Traffic and Public Safety (IS/MND Section 2.17, Transportation/Traffic)
Construction would generate up to 260 daily trips (94 AM/PM peak trips) over an approximately 12-month period. To minimize impacts, MM-TRAF-1 requires a Construction Traffic Management Plan, including warning signs, flaggers, limited heavy-vehicle delivery times, and maintaining emergency access. Operational traffic is minimal, with only 1-2 weekly site visits generating fewer than 10 daily trips. No permanent road widening or induced travel would occur. Construction and operation impacts are therefore less than significant.

4. Air Quality (IS/MND Section 2.3, Air Quality)
Construction and operation emissions would not exceed BCAQMD or CCAPCD thresholds. The project implements PDF-AQ-1 and PDF-AQ-2 to reduce particulate matter from diesel generators and earthwork. Health risk assessment demonstrates potential incremental risks remain below applicable thresholds. No objectionable odors are anticipated. Air quality impacts are less than significant with these measures.

5. Water Quality and Hydrology (IS/MND Section 2.10, Hydrology/Water Quality)
The applicant must obtain NPDES Construction General Permit coverage and implement a SWPPP per MM-GEO-1, including BMPs for runoff, erosion, and siltation. Post-construction runoff would be reduced relative to existing conditions, protecting downstream water bodies and groundwater. Water quality impacts are mitigated to less-than-significant levels.

6. Soil and Ground Contamination (IS/MND Section 2.9, Geology and Soils)
Construction and decommissioning contractors are required to comply with California General Industry Safety Orders. A Hazardous Materials Business Plan and Spill Prevention, Control, and Countermeasure (SPCC) plan would be prepared, ensuring safe handling of materials and preventing contamination. Impacts to soil and groundwater are less than significant with these measures.

7. Fire Hazards and Emergency Response (IS/MND Sections 2.9 & 2.20, Public Services and Safety)
MM-HAZ-1 requires preparation of an Emergency Response Plan and Hazard Mitigation Analysis prior to construction. A Fire Master Plan ensures compliance with CFC, NFPA 1142, and other applicable codes, including installation of an on-site water tank, pump,

and access roads capable of supporting fire apparatus within 150 feet of project equipment. Fire hazards are mitigated to less-than-significant levels.

9. Surrounding Parcels
The IS/MND evaluates potential impacts to adjacent parcels and nearby sensitive receptors. All operations and construction activities are designed to prevent significant impacts to surrounding properties, consistent with CEQA Appendix G requirements.

10. Federal, State, and Local Compliance
The project is sited on land designated AG per the Colusa County General Plan and zoned E-A, allowing energy generation for off-site use with an approved Conditional Use Permit. The applicant must comply with all applicable County, State, and federal codes. The project is consistent with land use, zoning, and regulatory requirements and will not induce inconsistent population, employment, or Vehicle Miles Traveled (VMT) growth.

Each of these mitigation measures is enforceable under the MMRP, ensuring that potential environmental and public safety impacts of the project are reduced to less-than-significant levels. Consequently, the IS/MND complies with all applicable California, Colusa County, and federal environmental standards, and the project can proceed consistent with established environmental protection and public safety requirements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The County, as Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (SCH No. 2025070064) for the project. The IS/MND determined that, with the mitigation measures identified in the MMRP (Exhibit B), potential environmental impacts would be reduced to less-than-significant levels. The MND reflects the County's independent judgment and was circulated for public review in compliance with CEQA.

SUMMARY:

The proposed project is a utility-scale energy storage facility that will support the local electrical grid and enhance reliability for surrounding agricultural and residential users. The project includes installation of battery energy storage systems, associated electrical infrastructure, and a 0.5-mile underground generator tie (gen-tie) line connecting to the existing transmission system. The project would provide positive benefits to the County by supporting energy infrastructure, promoting economic development, and complementing the agricultural base. The facility will be visually and acoustically buffered from Walnut Drive through retention of approximately 100 feet of the existing orchard frontage, which will help maintain the rural character of the area and minimize potential off-site impacts.

Staff believes that the proposed Use Permit is consistent with the Colusa County General Plan, including the Land Use, Economic Development, Public Services, and Safety elements, and would not be detrimental to persons working and residing in the

surrounding area. The IS/MND (SCH No. 2025070064) thoroughly evaluates potential environmental impacts, and all impacts have been mitigated to less-than-significant levels through enforceable measures in the MMRP. As such, staff believes that the proposed use permit findings can be made.

Based on the totality of the record, staff is recommending that the Board of Supervisors:

1. Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (SCH No. 2025070064);
2. Approve Use Permit PD-25-6 subject to Conditions of Approval (Exhibit A) and the MMRP (Exhibit B); and
3. Approve the Ordinance for the Franchise Agreement (Exhibit C) for the 0.5-mile underground gen-tie line.

Fiscal Impact/Funding Source
The project would generate direct revenue for the County through a $5,000 Franchise Agreement processing fee and an annual Right-of-Way Occupancy Fee of $4.00 per linear foot of transmission line (approximately $10,560 in Year 1, based on a 0.5-mile gen-tie), made payable annually by November 30 after Building permit issuance, increasing 3.6% annually after the first year. The County would also receive financial assurances through a Construction Surety Bond and a Performance Security Bond, each equal to 10% of project costs, ensuring compliance and coverage of potential costs.

The Developer has signed an approved Fire Services Contribution Agreement with the Williams Fire Authority to contribute a one-time Capital Fee of $500,000 to the Authority for capital projects to be determined at the Authority's discretion and to contribute an annual payment of $50,000.

Action for the Clerk
None

Prior Board Action
Upon adoption of the resolution, publish notice of the County's intent to grant the franchise within fifteen (15) days in a newspaper of general circulation within the County, with the date, place and time of the Board's next regular meeting, when and where all persons having any objection to the granting of the franchise may appear before the Board and be heard.

Set a public hearing for the second reading of the ordinance on December 16, 2025,

and publish any required notices.

Upon approval, obtain the necessary signatures and send a signed electronic copy of the Resolution approving #PD-25-6 and the Ordinance approving the Franchise Agreement to the Community Development Director.

Attachments:

1. BOS Resolution PD-25-6 Saloon
2. Exhibit A PD-25-6 Saloon COAs
3. Exhibit B PD-25-6 Saloon MMRP
4. Attachment 1 PD-25-6 Fully Executed Saloon Fire Services Agreement
5. Attachment 2 PD-25-6 Saloon All Figures
6. Attachment 3 PD-25-6 Saloon Comment Letters
7. Attachment 4 PC Resolution No. 25-04
8. Attachment 5 Letter Saloon Franchise Agreement
9. Saloon Ordinance County Franchise Agreement_REDLINE
10. Saloon Ordinance County Franchise Agreement_FINAL
11. EXH A Diagram of Franchise

RESOLUTION NO. 25-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING USE PERMIT #PD-25-6, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, NOTICING ITS INTENT TO GRANT SALOON ENERGY STORAGE LLC A FRANCHISE AGREEMENT FOR THE SALOON ENERGY STORAGE PROJECT, AND DIRECTING THE BOARD CLERK TO PUBLISH NOTICE OF ITS INTENT

WHEREAS, On March 18, 2025 an application was filed by Saloon Energy Storage LLC (Applicant) requesting a Use Permit to construct, operate, and maintain a 150 megawatt (MW) battery energy storage system (BESS), and associated facilities and infrastructure (collectively, the Saloon Energy Storage Project (Project);

WHEREAS, the application also included a request for a Franchise Agreement (Franchise) with the County to construct, operate, and maintain the 0.5-mile generation intertie (gen-tie) for the Project within the County public right-of-way to interconnect the Project to the existing Pacific Gas and Electric (PG&E) Cortina Substation;

WHEREAS, the Project is located on an approximately 18.7-acre site in western Colusa County, approximately 4 miles west of the community of Williams (APNs 016-290-053 and 016-290-009);

WHEREAS, in accordance with California Government Code Sections 65353 et seq., the Colusa County Planning Commission has conducted a public hearing on September 3, 2025 on the proposed Use Permit and Franchise Agreement;

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the Planning Division staff report, and all public comments and other evidence submitted at said hearing and staff's proposed environmental determination;

WHEREAS, in accordance with California Government Code Sections 65354 et seq., the Colusa County Planning Commission following its review and analysis of all evidence submitted during the public hearing adopted a resolution recommending that the Board of Supervisors approve the Use Permit, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and the requested Franchise Agreement;

WHEREAS, in accordance with State Law, the Board of Supervisors held a public hearing on November 18, 2025 which was noticed pursuant to all legal requirements;

WHEREAS, the Board of Supervisors has reviewed and considered the staff report prepared by the Colusa County Community Development Department, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, the Planning Commission staff report, minutes and recommendation, and all comments submitted by the public at large;

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project; it has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed Use

Permit; the County is the custodian of the documents that constitute the record of proceedings, which are available at 1213 Market Street, Colusa, CA 95932;

WHEREAS, a Notice of Public Hearing for consideration of the proposed Mitigated Negative Declaration, Use Permit and Franchise was published in accordance with all applicable requirements;

WHEREAS, the granting of a franchise by the County is authorized by the California Constitution, Article 11, Section 7 and Government Code section 26001; and,

WHEREAS, without in any way limiting the scope of this authority, the County is using the procedures specified by the Franchise Act of 1937, Public Utilities Code section 6201 et seq. as a means of awarding the franchise.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors take the following actions based on facts in the Staff Report, and the written and oral testimony received and exhibits presented at the public hearing:

I. Adopt the Mitigated Negative Declaration (SCH Number 2025070064) for Use Permit #PD-25-6 finding that:

A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

C. Based on the whole record, there is no substantial evidence that the Project will have a significant effect on the environment.

II. Approve the subject Use Permit with conditions as detailed in Exhibit "A" and the Mitigation Monitoring and Reporting Program detailed in Exhibit "B," both of which are attached hereto and incorporated by reference subject to the following Findings:

A. The proposed use is consistent with the General Plan and all applicable provisions of the Colusa County Zoning Code;

B. The establishment, maintenance or operation of the Saloon Energy Storage Project will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

C. With the approval of the subject Use Permit, the project is consistent with the Colusa County Zoning Ordinance Exclusive Agriculture (E-A) zoning designation.

BE IT FURTHER RESOLVED that the Colusa County Board of Supervisors intends to grant an electrical line franchise to Saloon Energy Storage LLC, to construct, operate, and maintain the Project's gen-tie within the County right-of-way in accordance with its application, the facts, terms, and description in this resolution, and the proposed related ordinance introduced following the passage and adoption of this resolution.

BE IT FURTHER RESOLVED that all persons having any objection to the County's intended grant of a franchise agreement to Saloon Energy Storage LLC, may appear before the Board and be heard at its regularly scheduled meeting on December 16, 2025, starting at 9:00 a.m. in the Board Chambers at 546 Jay Street, Suite 108 Colusa, CA 95932; and

BE IT FURTHER RESOLVED the Clerk of the Board is directed to publish the Board's Notice of Intent to Grant Franchise, one time per Public Utility Code section 6232.

PASSED AND ADOPTED by the Colusa County Board of Supervisors on this 18th day of November, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair
Colusa County Board of Supervisors

ATTEST:
Marcos Kropf
Interim County Administrator

Clerk to the Board of Supervisors

By _____

Patricia Rodriquez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Exhibit "A"

USE PERMIT PD #25-6
SALOON ENERGY STORAGE, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

DATE: November 18, 2025

PERMIT NO.: UP #PD-25-6

LOCATION: APN's: 016-290-009 & 016-290-053

Pursuant to Colusa County's Zoning Ordinance, SALOON ENERGY STORAGE, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a battery energy storage system (BESS) and associated facilities and infrastructure (Project) subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the zoning administrator.

C. The use shall be limited to the Project described in the Saloon Energy Storage Environmental Checklist – Initial Study and Mitigate Negative Declaration of Environmental Significance (SCH No. 2025070064). Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant by the Zoning Administrator shall require an application amendment, which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "B" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

F. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit

shall be required prior to establishment of the use. The two-year period described herein will be tolled during the pendency of any legal challenge to the Use Permit.

G. 1.) The Project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply with the conditions under which this entitlement was approved, county shall provide notice to applicant of such failure, and following such notice applicant continues to be in non-compliance, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The Project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa County Environmental Health Division;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Protection Authority;

4.) California Regional Water Quality Control Board;

5.) California Department of Fish and Wildlife;

6.) U.S. Fish and Wildlife Service;

7.) Pacific Gas & Electric (PG&E); and

8.) California Public Utilities Commission (CPUC)

I. The Project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be white as per industry and manufacturing standards.

K. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.

L. 1) Prior to the commencement of any construction activities involving heavy truck hauling, the applicant shall prepare and submit a Construction Haul Route Plan to the Colusa County Department of Public Works for review and approval. The plan shall identify all proposed haul routes on County-maintained roads, estimated truck volumes, anticipated vehicle types, and any special transportation permits required for oversize or overweight loads.

2) The applicant shall also prepare a Road Damage Assessment Report documenting the pre-construction condition of all County roads along the approved haul routes. The report shall include GPS-referenced photographs and/or video, pavement condition ratings where practical, and identification of any existing deficiencies.

3) Within 60 days of substantial completion of project construction and the cessation of heavy truck hauling, the applicant shall conduct a post-construction condition

survey along the same haul routes and prepare an updated Road Damage Assessment Report comparing pre- and post-construction conditions.

4) If the post-construction survey determines that project construction truck traffic caused damage to County roads, the applicant shall enter into and comply with a Road Damage Agreement with the Colusa County Department of Public Works. This agreement shall require the applicant to repair any such damage to the satisfaction of the County, or reimburse the County for the full cost of such repairs, prior to final project sign-off.

5) No grading or building permits shall be issued until the haul route plan and pre-construction road damage assessment have been approved by the Department of Public Works, and the applicant has executed the required Road Damage Agreement.

M. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the Project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

N. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing.

O. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a color to minimize reflection. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

P. Prior to permit issuance, the applicant shall pay all required fees, including but not limited to the Williams Fire Protection Authority determined development impact fees.

Q. Prior to building permit issuance, the applicant shall submit a Battery Energy Storage System (BESS) decommissioning plan outlining the process for safely and efficiently dismantling and removing the BESS at the end of its operational life. The BESS decommissioning plan shall include an engineer's estimate for decommissioning and returning the project site back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. Two years prior to the decommissioning of plant, the applicant shall

submit an updated engineer's to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

R. Prior to issuance of building permits or installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval.

S. Prior to issuance of building permits or installation of any exterior lighting, the lighting plan shall be submitted to the Community Development Director for review and approval. The design and placement of all exterior lighting shall comply with the Outdoor Lighting requirements set forth in Zoning Code Section 44-3.30, and shall be designed to minimize light spillover, glare, and impacts to adjacent properties, while maintaining safety and security.

T. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

U. Should water be provided from an offsite purveyor, prior to building permit issuance, a "will-serve" letter from the City of Williams, or other water source, committing to providing water for the construction and operation of the project shall be provided to the satisfaction of the Community Development Director.

V. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling shall be obtained. Included in said permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

W. Noise levels from the Battery Energy Storage Systems (BESS) and other on-site equipment shall comply with the maximum noise levels permitted by the Colusa County General Plan.

X. Prior to operation, the project proponent shall submit detailed information regarding the proposed use to the Colusa County Environmental Health Division and provide the following:

1.) A Hazardous Materials Business Plan (HMBP) that includes all necessary information to prevent or mitigate potential environmental contamination and worker exposure.

2.) A Spill Prevention, Control, and Countermeasure (SPCC) Plan addressing the handling of fuels, lubricants, and other hazardous materials used during operations.

3.) Portable sanitation facilities, which shall be provided and maintained in a safe and sanitary condition, so as not to pose a public health hazard or nuisance.

Y. The project site includes two separate legal parcels (APNs 016-290-009 and 016-290-053). No structure, including but not limited to Battery Energy Storage Systems (BESS), shall cross property lines. All proposed development must occur entirely within the boundaries of a single parcel unless a Lot Merger is approved by the County and formally recorded to combine the parcels into a single legal lot.

Z. The Project would be subject to CARB's In-Use Off-Road Diesel Vehicle Regulation which applies to certain off-road diesel engines, vehicles, or equipment greater than 25 horsepower. The regulation (1) imposes limits of construction vehicles to no more than 5 minutes for idling, requires a written idling policy, and requires a disclosure when selling vehicles; (2) requires all vehicles to be reported to CARB (using the Diesel Off-Road Online Reporting System) and labeled; (3) restricts the adding of older vehicles into fleets starting on January 1, 2014; and (4) requires fleets to reduce their emissions by retiring, replacing, or repowering older engines or installing Verified Diesel Emission Control Strategies (i.e., exhaust retrofits).

AA. Applicant will incorporate project design features (PDFs) intended to reduce emissions of criteria air pollutants, reduce emissions of toxic air contaminants (TACs), and reduce incidental spills from vehicles to minimize the Project's environmental impacts, as follows:

PDF-AQ-1: The Project applicant shall use a California Air Resources Board (CARB) certified Tier 4 Final engine for the diesel generator to be used during the commissioning phase of construction and, if required, as an emergency generator during operations.

PDF-AQ-2: Standard construction practices that would be employed to reduce fugitive dust emissions include watering of the active sites 2 times per day, depending on weather conditions.

PDF-WQ-1: The Project applicant shall properly maintain all construction, operational, and decommissioning vehicles and equipment to prevent incidental spills of oil, grease, hydraulic fluids, and fuel onto paved Project driveways and access ways.

BB. This approval shall become effective ten (10) days from the date of this decision unless appealed pursuant to Section 44-1.80.080 of the County Code.

CC. ~~The existing orchard shall be maintained in good health and agricultural condition consistent with accepted industry standards, including regular watering, spraying, and pruning, for the life of the project. When trees are removed due to age, disease, or other causes, they shall be replaced with trees of similar type and density to maintain the orchard's function as an agricultural buffer. All maintenance and replacement activities shall be conducted in a manner that avoids adverse impacts to adjacent agricultural operations and preserves the agricultural character of the site.~~ Applicant proposed language: The following vegetative buffers shall be maintained on the Project site: (i) a 100-foot in width buffer along Walnut Drive, other than in the driveway areas; and, (ii) a

20 foot in width buffer on the portions of the Project site that border the residence to the west of the Project. The buffer along Walnut Drive shall ensure that views of the Project are effectively screened from Walnut Drive. The vegetative buffers can be any combination of the following: (a) drought tolerant trees and shrubs, (b) existing or new almond orchard, or (c) new tree crops. The project applicant shall maintain the vegetative buffers in good condition throughout the life of the Project.

The almond orchard outside of the vegetative buffer and project battery area shall be maintained using accepted industry standards for the remainder of its useful life. At the end of its useful life, the orchard may be removed or replanted in the project applicant's discretion.

DD. At the time of Building Permit Issuance, the project Developer shall be required to pay any applicable agricultural land preservation fees that have been adopted by the Board of Supervisors. The purpose of this fee is to subsidize agricultural operations, preserving agricultural land, or otherwise promoting agriculture within the County ("Agricultural Land Preservation Fee").

Exhibit "B"
Saloon Energy Storage Project

Mitigation Monitoring and Reporting Program

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 1(c): In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? I**mpact 2(a)**: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**AGR-1: Decommissioning Plan** Prior to issuance of a building and grading permits, a Decommissioning Plan encompassing the entire Project site, including ancillary facilities, shall be prepared to describe the approach to removal of facilities and equipment associated with the permanent closure of all or a portion of the Project. The Decommissioning Plan shall include a farmland restoration component and the entire Project area would be returned to agricultural production. Pre-construction conditions would be documented by digital photography and used as references to adequately restore the Project site to its previous condition. This information would be reviewed before decommissioning demolition documents are prepared and would be included in the submittal of an Existing Conditions Report to the County. Preconstruction documentation would also include descriptions of existing vegetative and soil conditions, as well as existing topography and drainage patterns. In order to restore the site to preconstruction conditions, activities may consist of decompaction of the topsoil by disking or tilling and fertilization.	Prior to issuance of a building and grading permits	Colusa County
IMPACT 4(a): have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	**BIO-1: Protection of Special Status Species** A Worker Environmental Awareness Program (WEAP) for all personnel employed or otherwise working on the Project shall be administered before any Project construction activities commence. The WEAP shall consist of a presentation prepared by a qualified biologist that includes a discussion of the biology and status of the Swainson's hawk, burrowing owl, American badger, nesting birds, roosting bats, and all Project mitigation measures. Upon completion of the WEAP, Project personnel shall sign a form to document attendance of the program and understanding of mitigation measures.	Prior to construction	Colusa County & Qualified Biologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 4(d): Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**BIO-2: Nesting Season** Vegetation removal and initial ground-disturbing activities, to the extent feasible, should be conducted outside the nesting season, which generally occurs February through August, to avoid potential impacts to nesting birds. If vegetation removal and initial ground-disturbing activities occur during the nesting season, all suitable habitats shall be thoroughly surveyed by a qualified biologist for the presence of nesting birds before commencement of clearing. If any nests are detected, a suitable buffer shall be delineated, flagged, and avoided until the nesting cycle is complete, as determined by a qualified biologist. Avoidance buffers will be based on species of nesting bird and disturbance type, as determined by a qualified biologist, and will be no less than 50 feet for passerines and 500 feet for raptors. **BIO-3: Pre-Construction Clearance Survey For Bats** A pre-construction clearance survey for bats shall be conducted within 1 month prior to the start of construction to determine if any bats are currently roosting within the Project site. The pre-construction survey shall consist of a daytime roost assessment by a qualified biologist to determine if any bats or sign of active roosting is present. An emergence survey at dusk shall be conducted after the roost assessment is completed to observe if any bats are emerging from suitable roost locations within the Project site. Additionally, acoustic monitoring shall occur concurrently with the emergence survey to determine if any bats are echolocating within the Project site, identify the echolocating species, and determine the relative level of bat activity on the site. Bat echolocation calls shall be analyzed off-site using Sonobat software (or equivalent) and manual vetting to identify calls to the species level. If no bats are observed during the pre-construction survey, the project may commence without potential impacts to bats. If bats are present in any structure or tree slated for removal, a bat exclusion plan will be developed by a qualified biologist in consultation with CDFW. At a minimum, the exclusion plan will include methods and recommendations for installation of alternative roost habitat upon completion of the project (e.g. constructed bat houses). **BIO-4: Swainson's Hawk** To determine whether Swainson's hawks are nesting in the vicinity of the Project, surveys should be conducted as outlined in the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (SHTAC 2000). Surveys should be conducted for at least 4 hours in the morning and 4 hours in the evening on each survey day. If active Swainson's hawk nests are identified, an avoidance buffer of 0.5 miles shall be established around active nests consistent with the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (CDFG 1994). No construction within avoidance buffers shall be allowed until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are	Outside the nesting season, September through January Shall be conducted within 1 month prior to the start of construction Conduct Surveys as outlined in the SHTAC 2000	

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	no longer reliant on the nest). If it is not feasible to maintain a 0.5-mile buffer for an active Swainson's hawk nest to reasonably accommodate construction, maintenance, or decommissioning activities, the established buffer distance may be reduced through coordination with CDFW. Project activities within the reduced buffer shall be monitored at the discretion of a qualified biologist and based on coordination with CDFW. **BIO-5: Burrowing Owl** No more than 14 days prior to initiation of ground-disturbing activities, a qualified biologist shall conduct a burrowing owl take avoidance survey of the Project site and surrounding areas to a distance of 150 meters, in accordance with the methods outlined in the Staff Report on Burrowing Owl Mitigation (CDFG 2012). The pre-construction survey shall cover all areas within 150 meters of the Project site. If construction activities cease for a period of 14 days, the site shall be re-surveyed for burrowing owls prior to the resumption of construction activities. If no burrowing owl, their burrows, or their sign are documented within the Project area, no further measures are necessary. If burrowing owls or active burrows are identified within the Project site during the surveys, appropriate exclusion zones will be established based on time of year and status of the burrow (breeding or wintering), per the Staff Report on Burrowing Owl Mitigation (CDFG 2012). If complete avoidance is not feasible, consultation on an Incidental Take Permit will be undertaken with CDFW, including a plan for passive relocation, if appropriate, and any mitigation necessary to offset impacts purchased through an approved mitigation bank or other CDFW-approved mitigation property. **BIO-6: American Badger** To avoid and minimize impacts to American badger, the following measures shall be applied: • Prior to the commencement of construction activities, a special-status wildlife survey shall be conducted, focusing on the habitat where special-status wildlife species are likely to occur within the Project site. These surveys shall be conducted in the appropriate season to ensure accurate presence/absence results. • Already disturbed lands shall be used for Project activities and staging areas whenever feasible. • Speed limits within the Project site shall not exceed 15 miles per hour. • Excess light and noise shall be minimized, especially if work occurs during the evening when wildlife tends to be more active.	14 days prior to initiation of ground-disturbing activities Prior to the commencement of construction activities	

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	• If the species is detected within the Project site during pre-activity surveys, a mitigation and relocation plan will be created and implemented in consultation with CDFW. The relocation plan will, at a minimum, provide methods for passive relocation including burrow monitoring, exclusion and collapsing. American badgers have large home ranges and are expected to passively relocate to alternative dens.		
IMPACT 5(b): Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**CUL-1: : Inadvertent Discovery of Archaeological Resources During Construction** In the event that archaeological resources (sites, features, or artifacts) are exposed during Project construction activities, all construction activities within 100 feet of the discovery shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Recommendations will be dependent upon the potential for the find to be considered significant under CEQA (14 CCR 15064.5(f); PRC Section 21082). If the discovery proves potentially significant under CEQA, coordination shall occur with Colusa County and consulting tribes as identified during AB 52 consultation. Additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted and should be developed based on the conditions and nature of the find, as determined by the qualified archaeologist.	Prior to construction and during construction	Colusa County & Qualified Archaeologist
IMPACT 5(c): Would the project disturb any human remains, including those interred outside of formal cemeteries?	**CUL-2: Inadvertent Discovery of Human Remains During Construction** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within 2 working days of notification of the discovery, if the remains are of human origin. If the County Coroner determines that the remains are, or are believed to be, Native American, the County Coroner shall notify the NAHC in Sacramento within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD shall provide recommendations on next steps within 48 hours of being granted access to the site. The MLD would then determine, in consultation with the property owner, the disposition of the human remains and/or related burial goods. If the MLD and the other parties do not agree on the next steps, then, in accordance with California Public Resources Code, Section 5097.98(e), the landowner (or authorized representative) shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.	Prior to construction and during construction	Colusa County & Qualified Archaeologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 7(b): Result in substantial soil erosion or the loss of topsoil? **IMPACT 10(a):** Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? **IMPACT 10(c.i):** Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site;	**GEO-1: SWPP** Prior to commencement of any grading activity on-site, the applicant shall prepare an erosion control plan and develop and implement a SWPPP (with associated BMPs), to be implemented following Project decommissioning. The plan shall include flow control measures to manage water flow and prevent erosion, such as silt fences and check dams; sediment control measures such as installation of sediment traps and silt fences to capture eroded soil before it leaves the site; and soil stabilization techniques such as mulching, seeding, and erosion control blankets to stabilize exposed soil. The soil erosion plan shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), as designated by the State Water Resources Control Board. The erosion control plan shall be implemented until vegetation has been reestablished on-site.	Prior to commencement of any grading activity on-site	Colusa County & Qualified SWPPP Developer
IMPACT 7(f): Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**GEO-2: Paleontological Resources Mitigation and Monitoring Program** Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist per the Society of Vertebrate Paleontology (2010) guidelines. The paleontologist shall prepare a Paleontological Resources Mitigation and Monitoring Program for the Project. The Paleontological Resources Mitigation and Monitoring Program shall be consistent with the SVP (2010) guidelines and must outline: requirements for preconstruction meeting attendance and worker environmental awareness training; where monitoring is required within the Project site based on construction plans and/or geotechnical reports; procedures for adequate paleontological monitoring and discoveries treatment; and paleontological methods (including sediment sampling for microvertebrate fossils), reporting, and collections management. The qualified paleontologist shall attend the preconstruction meeting and a qualified paleontological monitor shall be on-site during all rough grading and other significant ground-disturbing activities (including augering that is 2 feet in diameter or greater) in previously undisturbed, fine-grained Pleistocene and/or alluvial deposits. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the	Prior to commencement of any grading activity on-site	Colusa County& Qualified Paleontologist

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	area of the find. Costs associated with fossil laboratory work and museum curation fees are the responsibility of the Project Applicant.		
IMPACT 9(b): Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? **IMPACT 9(g):** Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	**HAZ-1: Emergency Response Plan and Hazard Mitigation Analysis** Prior to building permit issuance, the applicant shall prepare an Emergency Response Plan and Hazard Mitigation Analysis for review and approval by the Williams Fire Protection Authority.	Prior to building permit issuance	Colusa County & Williams Fire Protection Authority
IMPACT 13(a): Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**NOI-1: Noise Reducing Measures** Prior to grading permit issuance, Colusa County shall ensure the following: ▪ • A temporary noise barrier 8 feet in height shall be erected and maintained along the Project Site property boundary during the grading phase. • A temporary noise barrier 8 feet in height shall be erected and maintained at the Project Site property boundary along the east and south property boundaries for the parcel occupied by R2, during all phases of project construction. • Temporary noise barriers shall provide attenuation of at least 25 STC (Sound Transmission Class), which may be achieved with exterior rated sound blankets affixed to standard chain-link fence support systems. • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers. • During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors. • Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.	Prior to grading permit issuance	Colusa County
IMPACT 15(a): Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities,	**PUB-1 Fire Protection and Mitigation Agreement** The applicant shall provide evidence that they have entered into a Fire Protection and Mitigation Agreement with the Williams Fire Protection Authority (WFPA) prior issuance of building and grading permits to make a fair-share contribution toward local emergency response capabilities. The funding shall be used by the WFPA to mitigate	Prior to building or grading permit issuance	Colusa County & Williams Fire Protection Authority

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: (Fire Protection)	risks of wildfires and to enhance fire suppression and emergency services capabilities for the Proposed Project.		
IMPACT 17(c): Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? **IMPACT 17(d):** Result in inadequate emergency access?	**TRAF-1: Construction Traffic Management Plan** Prior to initiation of construction activities, a Construction Traffic Management Plan will be prepared by the contractor and filed with the County. Potential traffic management measures may include: • Warning signage to meet County and California Department of Transportation requirements for driver awareness of construction activity in the vicinity. • Staggering work shifts to reduce peak periods of congestion. • Limiting time for heavy truck deliveries. • Using flaggers at key locations to alert motorists to slow-moving trucks. • Providing an information packet for affected residents, to be determined in consultation with the County, to bring awareness to the Project activities and measures to minimize impacts. • Informing emergency service providers of construction traffic schedule.	Prior to construction	Colusa County
IMPACT 18(a): Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resour Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), orces as defined in Public Resources Code Section 5020.1(k), or **IMPACT 18(b):** A resource determined by the lead agency,	**TCR-1: Unanticipated/Inadvertent Discoveries of Tribal Cultural Resources (TCRs)** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA protocols. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the Yocha Dehe	During construction	Colusa County & Tribal Representative

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Wintun Nation or by the California Native American Tribe that is traditionally and culturally affiliated with the project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil. Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied. **TCR-2 Prior and Post Ground Disturbance** A minimum of 14 days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the Yocha Dehe Wintun Nation with the proposed earthwork start-date and a Tribal Representative or Tribal Monitor shall be invited to provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure. **TCR-3 Tribal Awareness Training** The Applicant/contractor shall coordinate with the Yocha Dehe Wintun Nation to provide a tribal cultural resources sensitivity and awareness training program for all personnel involved in project construction, including field consultants and construction workers, at their own expense. The training shall be conducted before any project-related construction activities begin at the project site. The training will include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The training will also describe appropriate avoidance and impact minimization measures for cultural resources and tribal cultural resources that could be located at the project site and will outline what to do and who to contact if any potential cultural resources or tribal cultural resources are encountered. It will emphasize the requirement for confidentiality and culturally appropriate treatment of any discovery of significance to Native Americans and will discuss appropriate behaviors and responsive actions, consistent with Native American tribal values. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training.	14 days prior to beginning any soil disturbing activities Prior to any construction	Colusa County & Tribal Representative Colusa County & Tribal Representative

FIRE SERVICES CONTRIBUTION AGREEMENT

THIS FIRE SERVICES CONTRIBUTION AGREEMENT (this "Agreement") is made, dated and effective as of August 28, 2025 by and between the Williams Fire Protection Authority located at 810 E Street, Williams CA 95987("Authority") and Saloon Energy Storage LLC ("Developer"). The Authority and Developer may hereafter be referred to herein individually as a "Party" and together as the "Parties".

RECITALS

A. Authority provides fire protection and related emergency services to residences and businesses within the Authority's service area (the "Service Area"); and
B. Developer is planning to construct and operate a Battery Energy Storage System (the "BESS Project") on property located in unincorporated Colusa County within the Service Area; and
C. The BESS Project, including BESS units, electrical equipment, and related facilities, will be constructed and operated in accordance with applicable federal, state and local codes and standards related to health and safety; and
D. Developer and Authority have partnered to share information regarding the design and development of the BESS Project and to discuss additional voluntary fire protection measures and planning tools and
E. Developer and Authority believe it is in their mutual interest to enter into this Agreement to provide Authority with certain economic benefits from the construction and operation of the BESS Project in order to enhance fire protection and related emergency services within the Service Area.

AGREEMENT

Service Contribution, Annual adjustment.

A. *Annual Contribution*: Developer agrees that, in order to enhance Authority services within the Service Area, Developer shall contribute to Authority an annual contribution of $50,000, as adjusted in accordance with Paragraph C below (the "Annual Contribution"), for each year of the Operations Term (as defined below). The first Annual Contribution shall be paid by Developer within fifteen (15) business days following the Commercial Operation Date (as defined in the BESS Project's Large Generator Interconnection Agreement, the "Commercial Operation Date") and each subsequent Annual Contributions shall be paid within fifteen (15) business days following each subsequent anniversary of the Commercial Operation Date during the Operations Term. As used herein, the "Operations Term" shall mean the period commencing with the Commercial Operation Date and ending on the date the BESS Project commences decommissioning or full

repowering (estimated to be a period of 25 years). The Annual Contribution shall be in addition to the Authority's annual property tax allocation from the County of Colusa.

B. *Capital Fee.* Developer shall contribute a onetime Capital Fee of $500,000 to the Authority for capital projects to be determined at the Authority's discretion. The Capital Fee shall be paid within fifteen (15) business days prior to Commencement of Construction (as defined below). As used herein, the term "Commencement of Construction" shall mean the earliest to occur of: (i) the date Developer or any of its contractors commence pouring or setting of foundations for equipment to be used in the BESS Project; or (ii) the date that any BESS container or other electrical equipment to be incorporated into the BESS Project is delivered to the BESS Project site. For the avoidance of doubt, "Commencement of Construction" shall not include grading, site clearing, or other general site preparation work.

C. *Adjustment*. Beginning with the second Annual Contribution and continuing each year thereafter during the Contribution Term, each Annual Contribution will be increased by 2.5% per annum.

Response Plan: Developer further agrees to prepare an emergency response plan (the "Response Plan"), which shall be approved by the Authority, acting reasonably, prior to Commencement of Construction. Developer shall collaborate in good faith with the Authority during the creation and drafting of the Response Plan.

Training: Prior to the Commercial Operation Date, Developer agrees to provide training for fire first responders within Colusa County in respect of the Response Plan and the BESS Project site. The dates and times for the training will be mutually agreed upon by Developer and Authority. Following the Commercial Operation Date and for the duration of the Operations Term, Developer agrees to collaborate in good faith to support the Authority's efforts to conduct emergency drills at the BESS Project site as necessary; *provided that* any such emergency drills shall not interfere with the ordinary course operation of the BESS Project. Any major changes in the BESS Project or site layout during the Operations Term that may impact the Authority's ability to provide emergency services or to access the BESS Project property will be promptly communicated by Developer to the Authority and the Response Plan will be revised accordingly.

Reimbursements:

A. *Personal Protective Equipment (PPE).* In the event that the Authority is required to respond to an incident at the BESS Project site during the Operations Term and as a result of that incident PPE of any responding fire agency is damaged and is rendered unusable ("Damaged PPE"), Developer agrees to reimburse the responding agency for reasonable costs to repair or replace such Damaged PPE in order to restore the Damaged PPE to its pre- incident status within thirty (30) days of receipt of an invoice from the responding fire agency. The invoice shall include: (1) an itemized list of Damaged PPE and (2) copies of

all invoices detailing the costs to repair and or replace the Damaged PPE to its pre- incident status. New PPE must be comparable in type to the Damaged PPE being replaced.

B. *Multi- Vehicle Response.* In the event that the Authority is required to respond to an incident at the BESS Project site, at any time between Commencement of Construction and end of the Operations Term, and the severity of the incident requires more than one fire apparatus and duty officer response (a "Multi-Vehicle Response"), Developer agrees to reimburse all responding fire agencies for reasonable costs associated with the additional emergency vehicle response and personnel required to respond above and beyond the Initial Response. As used herein, "Initial Response" means one (1) fire apparatus & duty officer. Reimbursements shall be made within thirty (30) days of receiving an invoice from the responding fire agency. Reimbursements shall be in accordance with the California Governor's Office of Emergency Services (CAL OES) Current Apparatus, Support Equipment, and Volunteers Rates (Salary Survey) published by Cal OES. The invoice shall include number of vehicles, type of apparatus, number of personnel on apparatus, positions staffed on additional apparatus, and hours required for apparatus.

C. *Cooperation*. In exchange for the Annual Contribution, Capital Fee, commitments for reimbursements for Damaged PPE and Multi-Vehicle Responses, and the delivery of, and training on, the Response Plan, Authority agrees that it will take all reasonable measures to ensure that its board of directors, representatives, officers, employees, and agents will act in good faith during the approval process of the BESS Project and in such a way that does not unreasonably or illegally interfere with or impede the approvals by the County of Colusa or any other government authority having jurisdiction over the BESS Project.

D. *Term*: The term of this Agreement shall commence upon the effective date and shall continue until the end of the Operations Term; *provided, however* that if Developer permanently abandons the BESS Project for any reason prior to the Commercial Operations Date, Developer may terminate this Agreement by delivering notice of such abandonment to Authority.

E. *Assignment***.** Developer shall have the right without the Authority's consent to assign all or any portion of this Agreement to one or more persons, entities (collectively "Assignees") and to enter into collateral assignments of this agreement to lenders or mortgagees (collectively "lenders") as security for one or more financing transactions. Any member or partner of Developer or an assignee shall have the right without the Authority's consent to transfer any membership or partnership interest in Developer or such assignee to one or more persons or entities. This agreement shall be binding on any of Developer's Assignees.

F. *Entire Agreement***.** This Agreement constitutes the entire agreement between the Authority and Developer and no promises or representations, express or implied, either written or oral not herein set forth shall be binding upon or inure to the benefit of the Authority and Developer. This Agreement shall not be modified by any oral agreement, either express or implied and all modifications hereof shall be in writing and signed by both Authority and Developer.

G. *Remedies and Termination***.** If Developer violates the terms or conditions of this Agreement, Authority shall be entitled to any remedy available under applicable law or equity. If Authority violates the terms and conditions of this Agreement, Developer shall be entitled to any remedy available under applicable law or equity.

H. *Attorney Fees.* The prevailing party in any action relating to or arising out of this agreement shall be entitled to recover all reasonable and documented fees and costs including reasonable attorney fees and expenses incurred in the course of such action.

I. *Notices***.** Any notice to be given hereunder or which either party wishes to give to the other shall be in writing and may be delivered personally to the other or given by U.S. Mail, with all postage and certification charges thereon prepaid in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as follows.

Authority
Williams Fire Protection Authority
P.O. Box 755
810 E. Street
Williams Ca. 95987
Attn: Fire Chief

Developer
Saloon Energy Storage LLC
4201 Main St, Suite 200-145
Houston, TX 77002
ATTN: Guillaume Dufay

Or to such address as either party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three (3) days after deposit in the mail in accordance with the foregoing provision.

J. *Counterparts*. This agreement may be executed in one or more counterparts, each of which so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. *Additional Documents.* Authority shall cooperate with Developer in the execution and delivery of any consent, estoppels, certificates, and other documents as a Developer, its lender, or other parties entering into a transaction with Developer may reasonably request including without limitation any instruments reasonably required to evidence Developers rights under the Agreement.

L. *Governing Law*: This Agreement shall be governed by and construed in accordance with the Laws of the State of California. Any action related to or arising out of this Agreement shall be venued in Colusa County Superior Court.

IN WITNESS WHEROF Authority and Developer have caused this Agreement to be executed and delivered as of the Effective Date set forth above.

Authority: Williams Fire Protection Authority

By Jeff Gilbert
Jeff Gilbert (Aug 29, 2025 08:50:37 PDT)

Name Jeffery A. Gilbert

Title Fire Chief

Developer:

Saloon Energy Storage LLC

By Paul Choi

Name Paul Choi

Title Vice-President

Saloon_Fire Services Agreement_AOP Execution_8.28.2025

Final Audit Report 2025-08-29

Created:	2025-08-28
By:	Luke Shillington (lshillington@aoprenewables.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHA29EDStViQad-nWeO_HAfEJYsWZ7PHZ

"Saloon_Fire Services Agreement_AOP Execution_8.28.2025" History

Document created by Luke Shillington (lshillington@aoprenewables.com)
2025-08-28 - 10:19:09 PM GMT

Document emailed to Paul Choi (pchoi@aoprenewables.com) for signature
2025-08-28 - 10:19:13 PM GMT

Document emailed to Jeff Gilbert (c300@williamsfire.net) for signature
2025-08-28 - 10:19:13 PM GMT

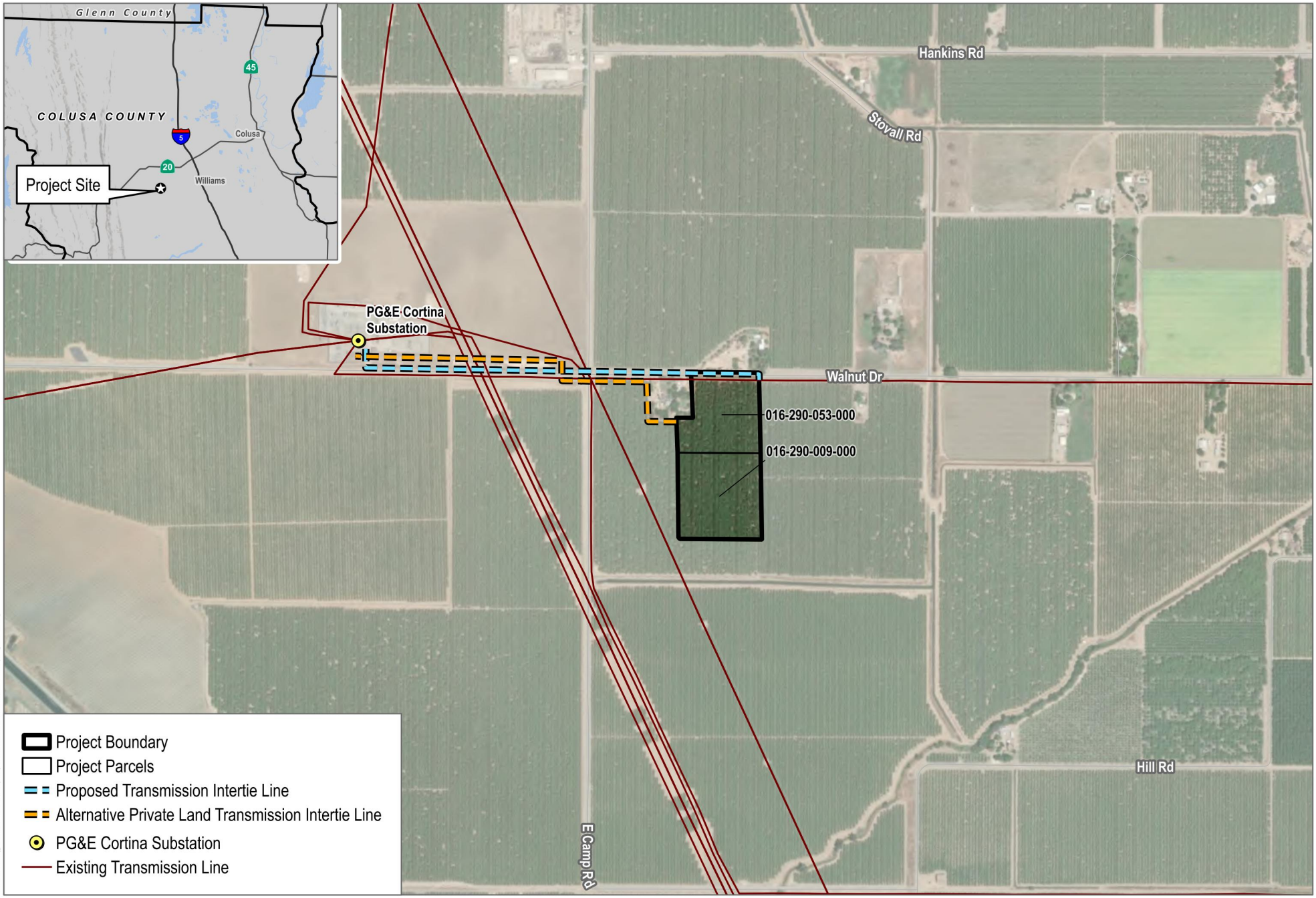
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Signature Date: 2025-08-29 - 3:50:37 PM GMT - Time Source: server

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2025-08-29 - 3:57:24 PM GMT

Document e-signed by Paul Choi (pchoi@aoprenewables.com)
Signature Date: 2025-08-29 - 3:57:46 PM GMT - Time Source: server

Agreement completed.
2025-08-29 - 3:57:46 PM GMT



SOURCE: Maxar 2021; Open Street Map 2023; Platts 2023

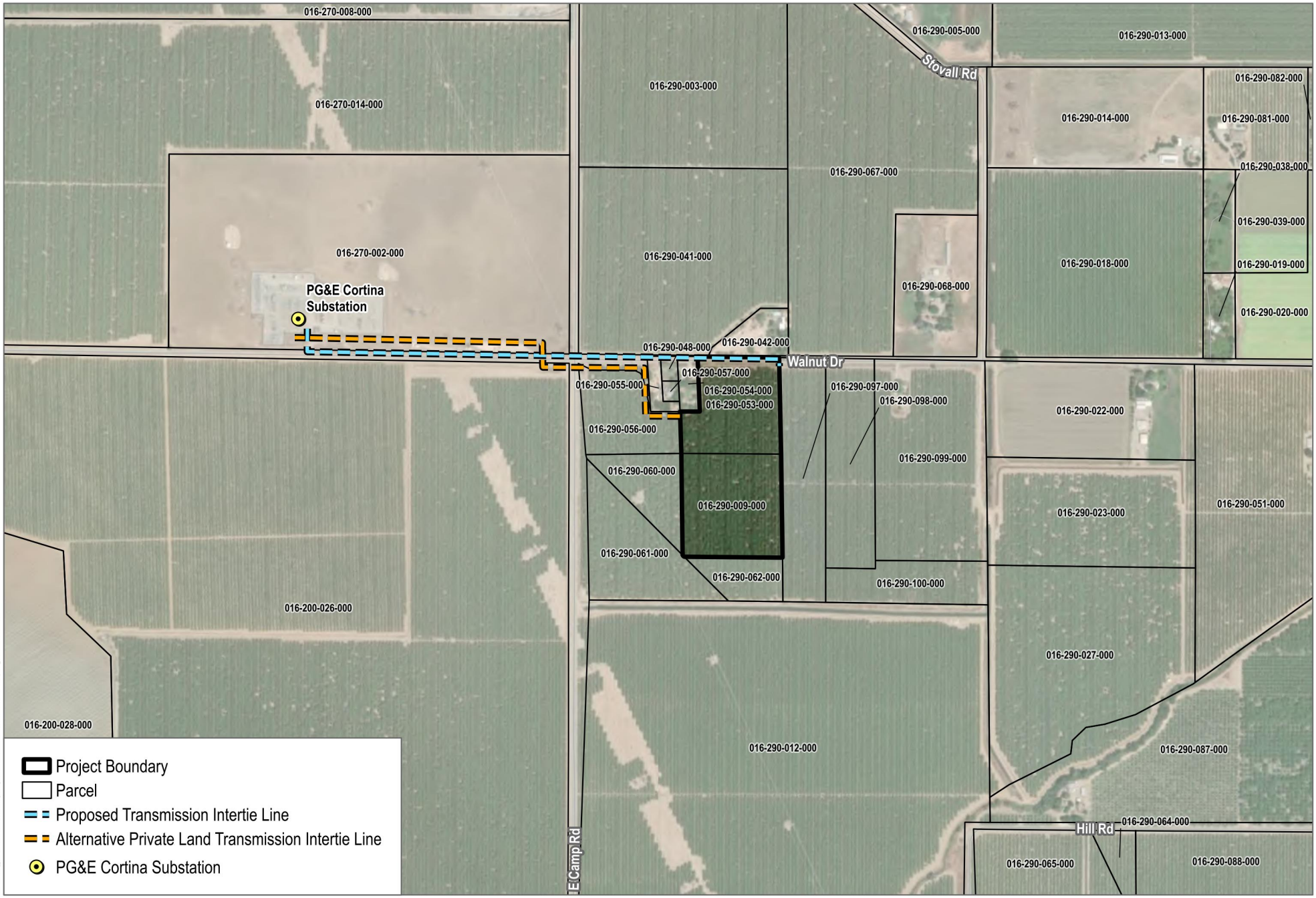
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0 500 1,000 Feet

FIGURE 1

Project Vicinity

Saloon Energy Storage Project



SOURCE: Maxar 2021; County of Colusa 2022; Open Street Map 2023

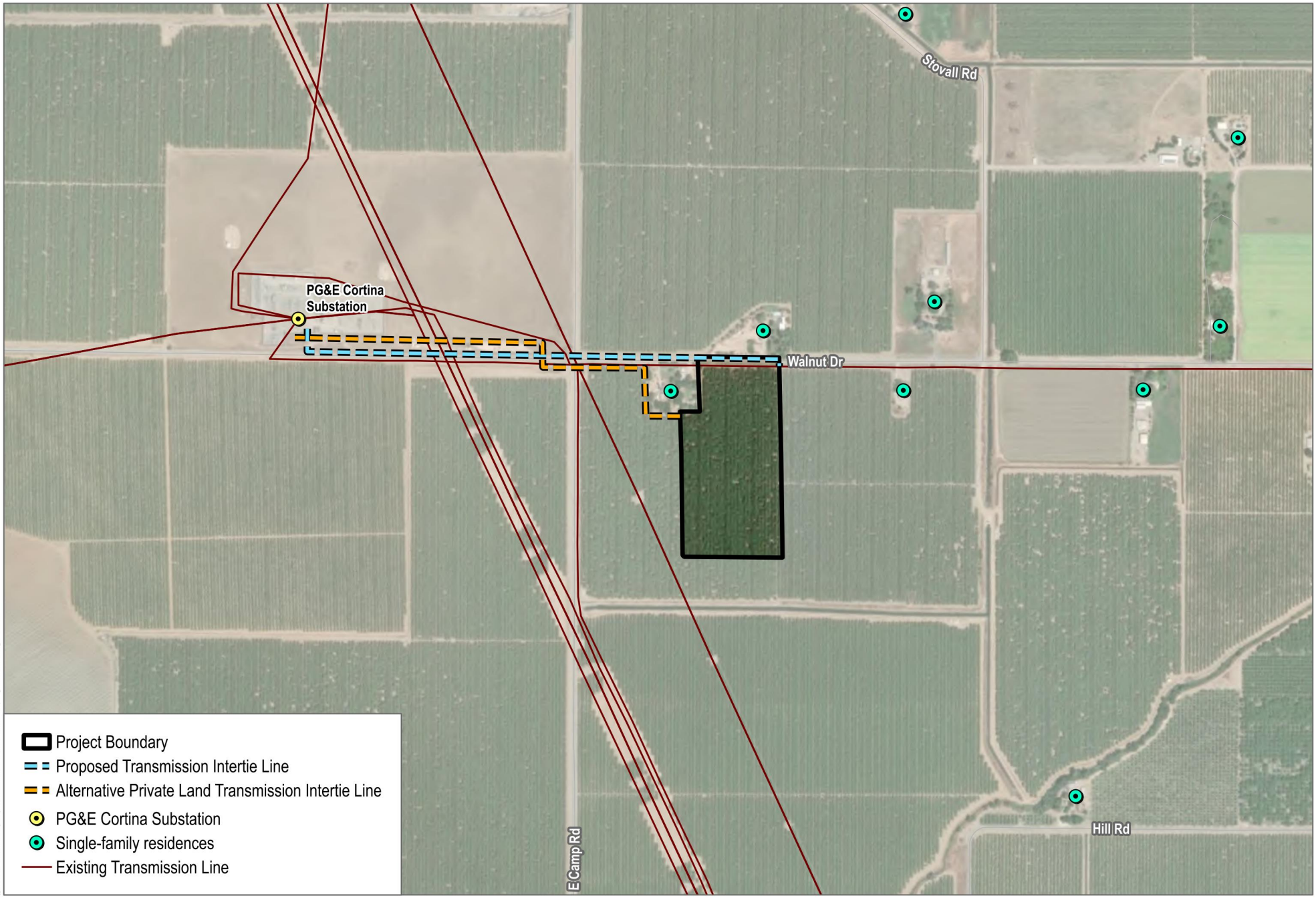
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FIGURE 2

APN Parcels

Saloon Energy Storage Project



SOURCE: Maxar 2021; Open Street Map 2023

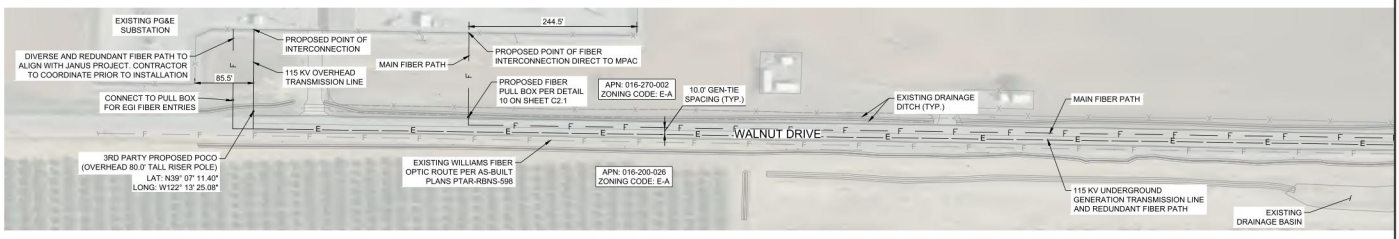
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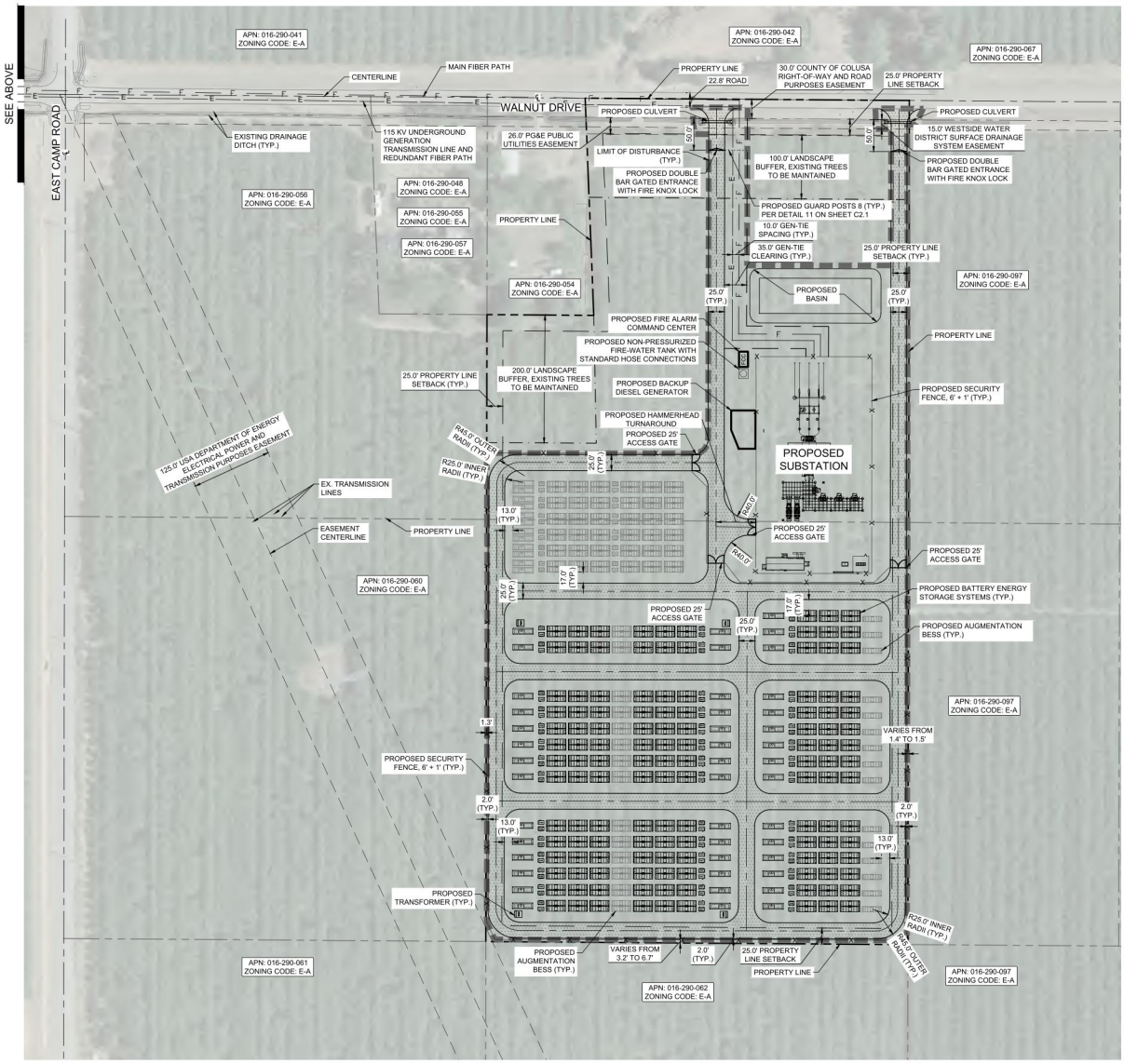
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FIGURE 3

Surrounding Land Uses

Saloon Energy Storage Project





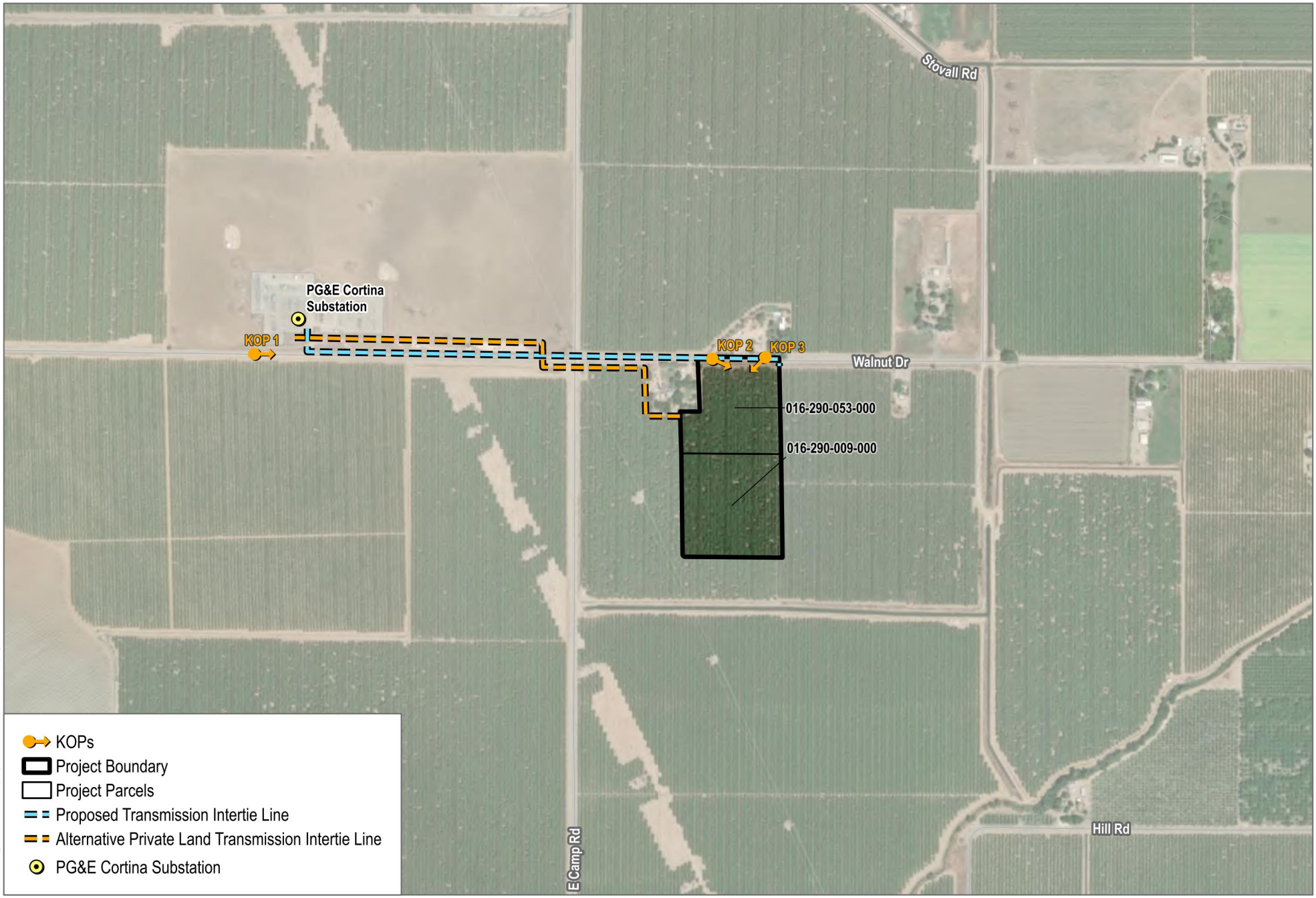
SOURCE: Kimley Horn 2025

FIGURE 4

Site Plan

Saloon Energy Storage Project

DUDEK



SOURCE: Maxar 2021; Open Street Map 2023; Platts 2023

DUDEK

0 400 800 Feet

FIGURE 5.1

KOPs

Saloon Energy Storage Project



Existing Conditions



Proposed Conditions

FIGURE 5.2

KOP 1 – Eastbound Walnut Drive Existing and Proposed Conditions

Saloon Energy Storage Project

DUDEK



Existing Conditions



Proposed Conditions

FIGURE 5.3

KOP 2 – Eastbound Walnut Drive Existing and Proposed Conditions

Saloon Energy Storage Project

DUDEK



Existing Conditions



Proposed Conditions

FIGURE 5.4

KOP 3 – Westbound Walnut Drive Existing and Proposed Conditions

Saloon Energy Storage Project

DUDEK



SOURCE: Bing Aerial Imagery Accessed 2024; OpenStreetMap 2019

DUDEK

0 250 500 Feet

FIGURE 6

Sensitive Receptors

Saloon Battery Energy Storage Project



SOURCE: Bing Aerial Imagery Accessed 2024; OpenStreetMap 2019

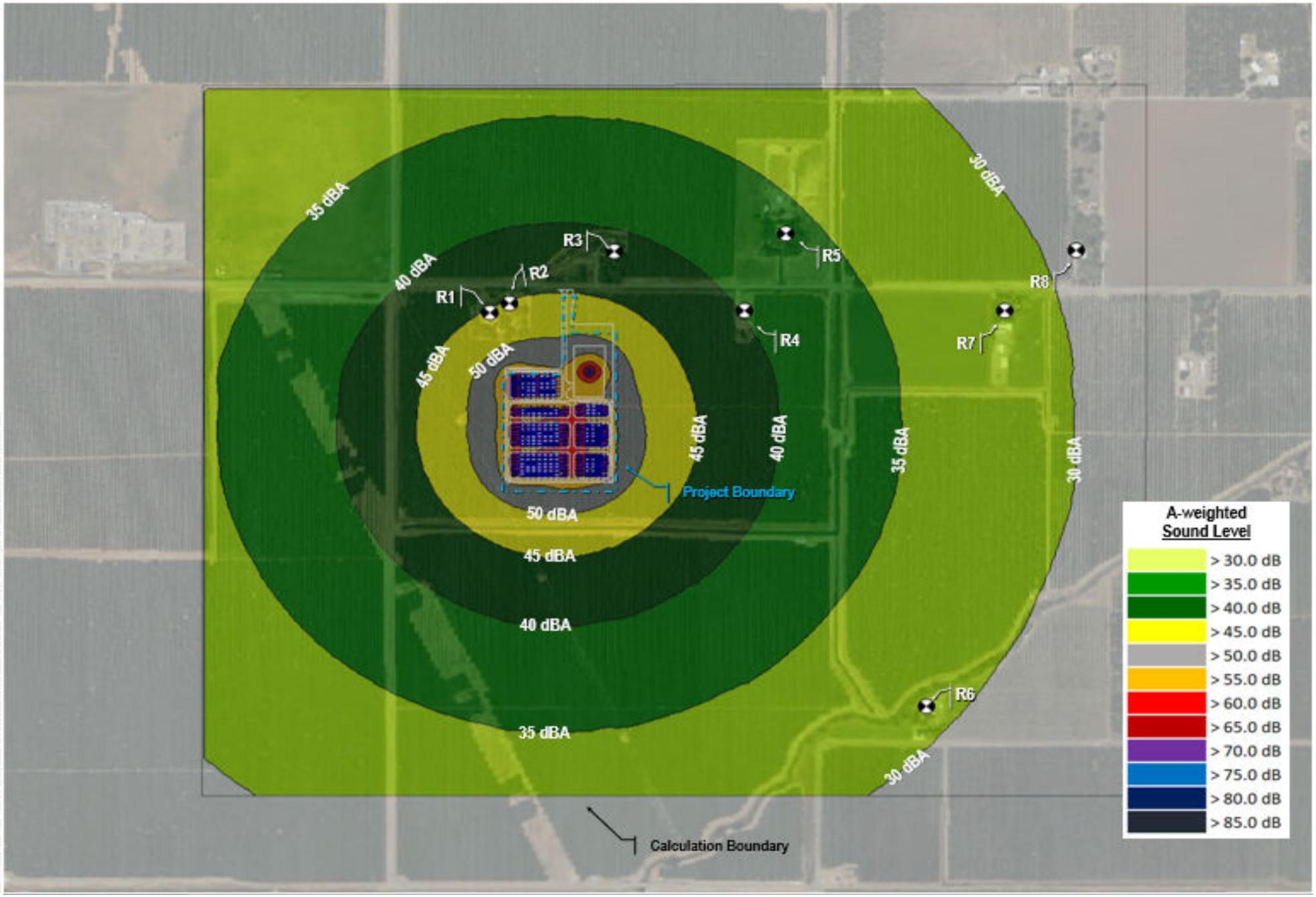
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FIGURE 7

Ambient Noise Measurement Locations

Saloon Battery Energy Storage Project



SOURCE: Bing Maps Aerial Imagery Accessed 2024; OpenStreetMap 2019

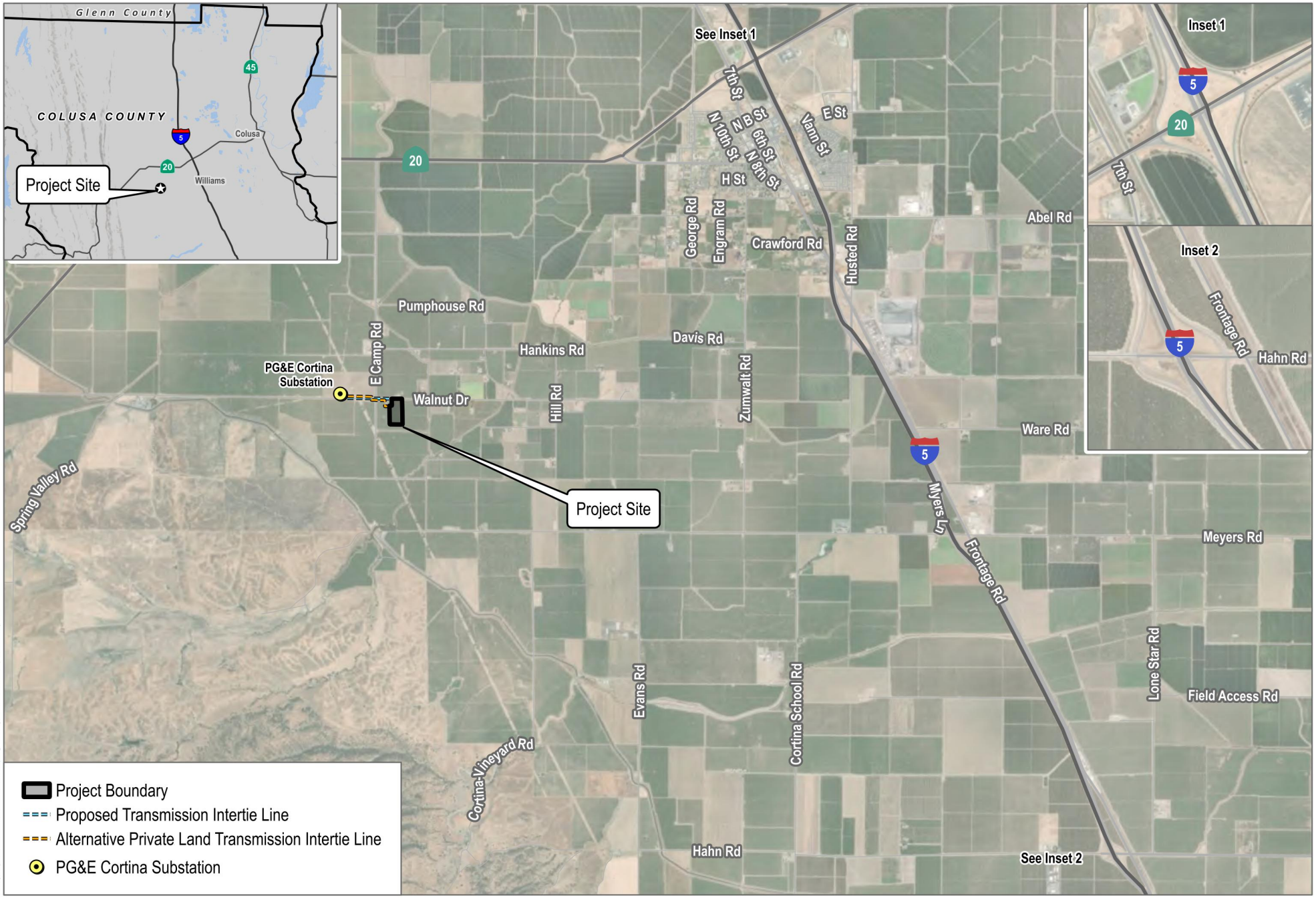
DUDEK

0 330 660 Feet

FIGURE 8

Predicted Stationary Source Operation Noise from Proposed Project

Saloon Energy Storage Project



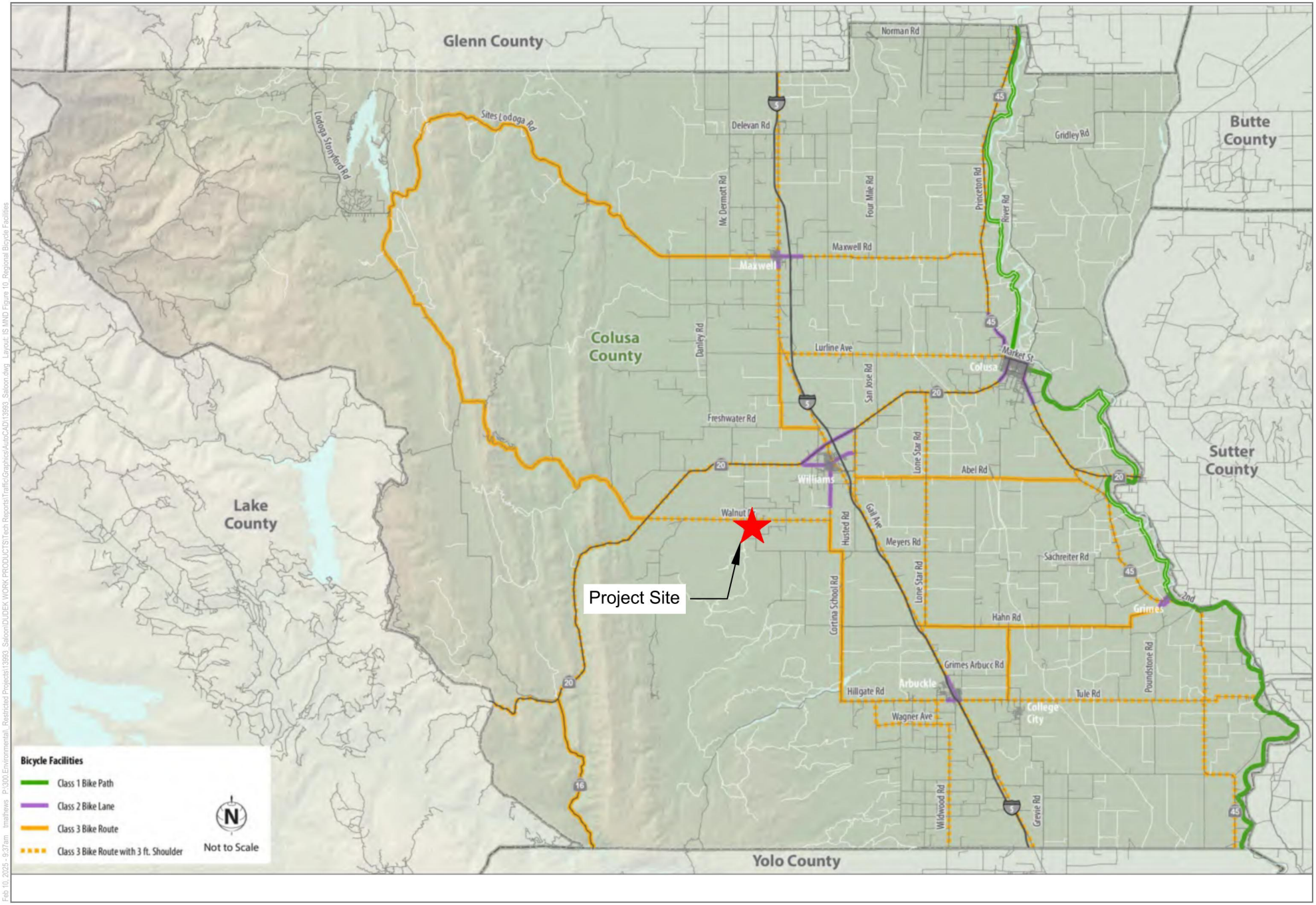
SOURCE: Maxar 2021; Open Street Map 2023

DUDEK

FIGURE 9

Project Location and Transportation Study Area

Saloon Energy Storage Project



SOURCE: Colusa County, 2019. Fehr & Peers, 2019.

Figure 10

Colusa County Proposed Regional Bicycle Facilities

DUDEK NOT TO SCALE

Colusa County Department of Public Works

Memorandum

To: Ciara Fisher, Principal Planner

Cc: Colt Esenwein, Public Works Director

From: Scott Lanphier, Interim Assistant Public Works Director

Date: August 12, 2025

Subject: **Required Submittals – Saloon Energy Storage Project**

Following review of the Saloon Energy Storage Project and related Conditions of Approval, this memorandum outlines the required Public Works-related submittals from the project applicant. Based on the flat topography of the project site and negligible potential for stormwater or flood-related impacts, no additional hydrology analysis is required. The focus will be on the decommissioning security, construction haul route planning, and roadway condition protection measures described below.

1. Engineer's Estimate for Decommissioning

The applicant shall prepare an Engineer's Opinion of Probable Decommissioning Cost (OPDC) to establish the required bond or other financial surety for returning the site to its pre-development condition. This estimate shall include:

- Inventory of all site improvements, including BESS containers, transformers, cabling, foundations, fencing, internal roads, drainage basins, and ancillary equipment.
- Unit costs for demolition, removal, disposal, recycling, and salvage.
- Restoration of the site to agricultural use, including decompaction, regrading, and reseeding.
- Assumptions for salvage value credits, inflation/escalation, and contingencies.
- Summary table of total costs and recommended bond amount.

The estimate must be prepared and stamped by a California-licensed Professional Engineer and submitted for Public Works review and approval prior to issuance of building permits.

2. Construction Haul Route Plan

The applicant shall prepare a Construction Haul Route Plan for review and approval by the Department of Public Works prior to commencement of heavy hauling. The plan shall:

- Identify all proposed haul routes on County-maintained roads.
- Show anticipated daily and total truck volumes, vehicle types, and delivery schedules.
- Identify any oversize/overweight loads requiring special permits.
- Include traffic control measures, signage locations, and safety considerations.

- Identify coordination requirements with Caltrans for any impacts to state highways.
The haul route plan must be approved prior to issuance of grading or building permits.

3. Road Damage Assessment Report

The applicant shall conduct pre- and post-construction roadway condition assessments along all approved haul routes. The assessment shall include:
- GPS-referenced, high-resolution photographs and/or video of the pavement surface and shoulders.
- Pavement Condition Index (PCI) ratings where practical.
- Documentation of existing deficiencies prior to construction.
- A follow-up survey after completion of heavy hauling to document any new damage attributable to project traffic.
- A side-by-side comparison table with photographic evidence.
If post-construction assessments determine that damage to County roads occurred as a result of project hauling, the applicant shall enter into and comply with a Road Damage Agreement with the County to perform or fund necessary repairs to the satisfaction of Public Works.

These requirements are intended to ensure that decommissioning financial security is adequate, construction-related traffic is managed safely, and County roadway infrastructure is protected. Please coordinate with the Department of Public Works to confirm the timing and format of each submittal.

Pacific Gas and Electric Company

Plan Review Team
Land Management

PGEPlanReview@pge.com

June 24, 2025

County of Colusa
C/O: Ciara Fisher
clerkinfo@countyofcolusa.com

RE: Agency Notification and Request for Comments – Saloon Energy Storage Project (PD-25-6)

Dear Ciara Fisher,

Thank you for providing PG&E with the opportunity to review your proposed plans for the project indicated in the subject line above. Our review indicates your proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to your design, we ask that you resubmit the plans to the email address listed below.

If you require PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: https://www.pge.com/cco/.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact me at Darren.Miles@pge.com or (916) 849-8443

Sincerely,

Darren J. Miles

PG&E Land Agent
Land Management

11 August 2025

Ciara Fisher
Colusa County
1213 Market Street
Colusa, CA 95932
cfisher@countyofcolusaca.gov

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, SALOON ENERGY STORAGE USE PERMIT (PD-25-6) PROJECT, SCH#2025070064, COLUSA COUNTY

Pursuant to the State Clearinghouse's 1 July 2025 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Saloon Energy Storage Use Permit (PD-25-6) Project, located in Colusa County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by

the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:
https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter G. Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

Luke Shillington
Saloon Energy Storage LLC
lshillington@aoprenewables.com

Ronelle Candia
DUDEK
rcandia@dudek.com

From: catherine ahart
To: Ciara Fisher
Cc: Joseph Ahart; catherine ahart
Subject: Objection of the Major Use Permit
Date: Monday, August 11, 2025 4:09:08 PM

Warning: Unusual sender [redacted]
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

To whom it may concern,

I am writing to object to the approval of the Major Use Permit sought by Saloon Energy Storage, LLC which includes, but is not limited to the following specific objections:

1. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to noise pollution;

2. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to elector magnetic pollution;

3. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to traffic congestion and safety of animals and humans in the locale;

4. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to air pollution;

5. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to water pollution;

6. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to ground pollution;

7. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to fire hazard;

8. The Mitigated Negative Declaration understates, mistates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to impacts on surrounding parcels;

9. The Mitigated Negative Declaration fails to follow and apply California statutes,

codes and regulations;

10. The Mitigated Negative Declaration fails to follow and apply Colusa County statutes, codes and regulations;

11. The Mitigated Negative Declaration fails to follow and apply federal (United States) statutes, codes and regulations;

Best,

Catherine M. Ahart
[redacted] Walnut Drive, Williams, CA 95987

Introduction

The commentor states the MND understates, misstates and/or fails to recognize the peaceful enjoyment of adjacent properties; specifically relating to noise pollution, elector magnetic pollution, traffic congestion, air pollution, water pollution, ground pollution, fire hazard, surrounding parcels, and federal, State, and local statutes, codes, and regulations.

It should be noted that the term “peaceful enjoyment” is not a term applied in CEQA. “Peaceful enjoyment" or “quiet enjoyment" is defined under California Civil Code 1972 and ensures tenants can occupy their homes without interference from landlords or third parties. The code implies a covenant in every lease agreement that the tenant’s possession will not be disturbed.[1] This project does not propose to enter into any type of lease agreement with the commentor and as such, evaluation of impacts related to “peaceful enjoyment” is not required.

This document provides a high-level bulleted list of points describing how each of the environmental resource areas was adequately addressed in the IS/MND with the corresponding page number of the statement.

Noise Pollution (Section 2.13)

- Construction noise levels are not predicted to exceed the FTA recommended maximum of 80 dBA L_{eq} 8-hr at any modeled noise-sensitive receiver.

- The Colusa County General Plan Noise Element restricts construction noise to no greater than 86 dBA L_{eq} at the property boundary of the Project Site. With incorporation of a temporary 8-foot high noise barrier along the property boundary (**MM NOI-1**), noise levels from construction activities would be reduced to a level of less than significant (page 87).

- It should be noted that noise levels up to 73 dBA Leq are not considered hazardous or harmful (hearing protection for construction workers is required for noise levels greater than 80 dBA Leq), and therefore residents spending time in yard areas would not be exposed to harmful construction noise levels (even without mitigation) [page 89].

- Vibration levels from Project construction would be less than the thresholds of annoyance and potential for structural damage (page 92).

- Facility operational noise with all equipment in operation would result in noise levels at the closest existing residences that are compliant with the Colusa County Noise Element Table N-1 nighttime noise limit (the most stringent standard, which is applicable because the facility would operate day and night) [page 90].

- Operation of the project would not result in an increase in the ambient noise levels at the modeled noise sensitive receptors closest to the project site (page 91).

- Operation of the Proposed Project would not result in any sources of vibration (page 92).

[1] Source: https://legalclarity.org/california-tenant-rights-quiet-enjoyment-and-legal-protections/

Elector Magnetic Pollution

- The CPUC does not consider EMF to be an environmental issue in the context of CEQA because there is no agreement among scientists that EMF creates a health risk, and because CEQA does not define or adopt standards for defining any potential risk from EMF.

Traffic Congestion (Section 2.17)

- Construction would result in temporary traffic that would be eliminated from the roadway network upon completion of construction (page 102).

- The Project is anticipated to be built over an approximately 12-month period from the onset of site preparation activities through testing and commissioning of the facility. It is anticipated that construction crews would work 8 hours or 10 hours per day, with work occurring Monday through Friday (page 7).

- The Project would generate 260 daily trips, 94 AM peak hour trips, and 94 PM peak hour trips during the peak construction period. This is equivalent to 376 daily trips PCE (passenger car equivalent) trips, 106 AM peak hour PCE trips and 106 PM peak hour PCE trips (page 102).

- To minimize impacts during construction, **MM-TRAF-1** (Construction Traffic Management Plan) is recommended. **MM-TRAF-1** includes measures such as the use of warning signs to notify drivers in advance of construction activity, the use of flaggers to alert motorists of slow-moving trucks, limiting time for heavy vehicle deliveries, and other measures to reduce potential hazards and ensure adequate emergency access (page 105).

- Construction would not affect pedestrian, bicycle, or transit facilities as none exist in the areas of proposed construction (page 102).

- Project construction and decommissioning related to conflicts with adopted policies, plans, or programs addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities would be less than significant (page 103).

- For the duration of the operational phase, the Project would require one to two staff members that would visit the site weekly (page 103).

- Daily trips generated by the Project during operations would be less than 10 daily trips associated with the one to two employees commuting to the site, visitors, and/or light deliveries (page 103).

- The Project does not include permanent road widening or otherwise inducing travel on County roadways (page 102).

Air Pollution (Section 2.3)

- Project construction and operational emissions would not exceed the applied Butte County Air Quality Management District (BCAQMD thresholds). The Project would also be required to comply with all applicable Colusa County Air Pollution Control District (CCAPCD) Rules and Regulations, including, but not limited to Rules 200 (Nuisance), 201 (Visible Emissions), and 252 (Stationary Internal Combustion Engines) [page 26].

- Short-term construction criteria pollutant emissions generated by the Project would not exceed the respective daily and annual BCAQMD thresholds and would result in a less-than-significant impact (page 28).
- Results of the Health Risk Assessment for the Project demonstrate that the combined construction and operational emissions would result in a potential incremental increase in cancer risk, Chronic Hazard Index, and PM2.5 concentrations that would each be below the applicable BCAQMD thresholds at the maximum exposed individual resident (page 30).
- Construction and operation of the Project would not exceed thresholds for PM10 or PM2.5 and would not contribute to exceedances of the NAAQS or CAAQS for particulate matter (page 32).
- The Project would implement the PDF-AQ-1 and PDF-AQ-2, which would reduce potential particulate matter emissions from the diesel generator and from earthwork during construction activities (page 32).
- The Project does not include uses that would be substantive sources of objectionable odors (page 32).

Water Pollution (Section 2.10)

- The Applicant must obtain coverage under State Water Resources Control Board's NPDES Construction General Permit and implement a SWPPP per MM-GEO-1. The SWPPP would include BMPs to reduce runoff, erosion, and siltation (page 74).
- With implementation of the proposed detention basin, post-construction runoff rates would be less than under existing conditions, the project would not increase the rate of runoff in a manner that would result in flooding on- or off-site (page 76).
- The Project would include required BMPs and drainage control requirements that would be consistent with protection of beneficial uses of receiving streams and underlying groundwater, as identified in the Basin Plan (page 77).

Ground Pollution (Section 2.9)

- Construction and decommissioning contractors would be required to implement safety measures in accordance with the General Industry Safety Orders of the California Code of Regulations. Furthermore, all construction and decommissioning-related materials would be transported and disposed of in accordance with applicable codes and regulations (page 68).
- As a Condition of Approval, a Hazardous Materials Business Plan would be prepared and provided to the County and would include necessary information to prevent or mitigate possible environmental contamination or worker exposure (page 68).
- As a Condition of Approval, a Spill Prevention, Control, and Countermeasures plan would be developed for site operations (page 68).
- All construction and decommissioning-related materials would be transported and disposed of in accordance with applicable codes and regulations. Compliance with applicable federal, State, and local standards would be required (page 69).

Fire Hazard (Section 2.9 and Section 2.20)

- As detailed in MM-HAZ-1, an Emergency Response Plan and Hazard Mitigation Analysis would be completed and submitted prior to the start of construction activities. The Emergency Response Plan would detail emergency response procedures for the Project so that all fire service personnel understand the practices that are to be followed to prepare for and to provide immediate and effective responses to emergencies that may arise at the facility (page 69).
- A Fire Master Plan was prepared specifically for the Project and details how standards and codes related to safe manufacturing, construction, installation, and operation of energy storage systems, would be implemented for the Project (page 70).
- MM-HAZ-1 would also ensure that any and all technologies used on-site will have proper accident procedures in place and be approved by the Williams Fire Protection Authority to mitigate any potential impacts from failures that could occur during normal operation of the Project (page 70).
- To meet CFC requirements, the Project would be required to install an on-site water tank and pump with a dedicated supply of water for firefighting purposes. The access roads would be built for fire department access, would come within 150 feet of Project equipment, and would be capable of supporting a fully loaded fire apparatus (Section 503.1). The water supply for the Project would be sized to meet fire department requirements and would comply with the NFPA 1142 standard (page 117).

Surrounding Parcels

- The IS/MND considers potential impacts to surrounding parcels and nearby sensitive receptors as required by Appendix G of the CEQA Guidelines (14 CCR 15000 et seq.).

Federal, State, and Local Statues, Codes, and Regulations

- The Project site has a land use designation of AG per the Colusa County General Plan (Colusa County 2012) and is currently zoned as E-A per the Colusa County Zoning Code (Colusa County 2014). The Colusa County Zoning Code addresses allowable uses in the E-A zoning district, which allows energy generation for off-site use if a Use Permit is approved by the Colusa County Planning Commission. The Project would be consistent with the land use designations and zoning for the sites and, as an unmanned facility, would not result in or induce inconsistent growth in population, employment, or VMT (page 26).
- The Applicant would be required to obtain a Conditional Use Permit to construct, operate, maintain, and decommission the Project. The Use Permit application would be processed by the County in accordance with Section 44-1.080.030 of the Colusa County Zoning Code. The Use Permit would contain conditions of approval that ensure the Project would be consistent with the Colusa County General Plan, zoning code, and other applicable laws and regulations (page 78).

RESOLUTION NO. 25-004

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE USE PERMIT #PD-25-6, ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE THE FRANCHISE AGREEMENT FOR THE SALOON ENERGY STORAGE PROJECT

WHEREAS, On March 18, 2025 an application was filed by Saloon Energy Storage LLC (Applicant) requesting a Use Permit to construct, operate, and maintain a 150 megawatt (MW) battery energy storage system (BESS), and associated facilities and infrastructure (collectively, the Saloon Energy Storage Project (Project);

WHEREAS, the application also included a request for a Franchise Agreement (Franchise) with the County to construct, operate, and maintain the 0.5-mile generation intertie (gen-tie) for the Project within the County public right-of-way to interconnect the Project to the existing Pacific Gas and Electric (PG&E) Cortina Substation;

WHEREAS, the Project is located on an approximately 18.7-acre site in western Colusa County, approximately 4 miles west of the community of Williams (APNs 016-290-053 and 016-290-009);

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this Project; it has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed Use Permit; the County is the custodian of the documents that constitute the record of proceedings, which are available at 1213 Market Street, Colusa, CA 95932;

WHEREAS, a Notice of Public Hearing for consideration of the proposed Mitigated Negative Declaration, Use Permit and Franchise was published in accordance with all applicable requirements;

WHEREAS, the granting of a franchise by the County is authorized by the California Constitution, Article 11, Section 7 and Government Code section 26001; and,

WHEREAS, without in any way limiting the scope of this authority, the County has utilized the procedures specified by the Franchise Act of 1937, Public Utilities Code section 6201 et seq. as a means of awarding the franchise; and,

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission recommend the Board of Supervisors take the following actions based on facts in the Staff Report, and the written and oral testimony received and exhibits presented at the public hearing:

I. Adopt the Mitigated Negative Declaration (SCH Number 2025070064) for Use Permit #PD-25-6 finding that:

   A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant

environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

C. Based on the whole record, there is no substantial evidence that the Project will have a significant effect on the environment.

II. Approve the subject Use Permit with conditions as detailed in Exhibit "A" and the Mitigation Monitoring and Reporting Program detailed in Exhibit "B," both of which are attached hereto and incorporated by reference subject to the following Findings:

A. The proposed use is consistent with the General Plan and all applicable provisions of the Colusa County Zoning Code;

B. The establishment, maintenance or operation of the Saloon Energy Storage Project will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

C. With the approval of the subject Use Permit, the project is consistent with the Colusa County Zoning Ordinance Exclusive Agriculture (E-A) zoning designation.

III. Adopts an ordinance approving the Franchise for the thirty-five (35) year life of the Project, detailed in Exhibit "C" attached hereto and incorporated by reference, which is necessary to grant the Applicant the requisite rights and approvals from the County to construct, operate, and maintain the Project's gen-tie along and across the County right-of-way.

NOW, THEREFORE, BE IT FURTHER RESOLVED that based upon the findings of set forth above in Sections I – III of this Resolution, the Colusa County Planning Commission recommends to the Colusa County Board of Supervisors that the Board approve the Saloon Energy Storage Project by: (1) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, (2) approving the proposed Use Permit #PD-25-6, and (3) adopting an ordinance approving the Franchise for the Project.

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PASSED AND ADOPTED by the Colusa County Planning Commission this 3rd day of September, 2025, by the following vote:

AYES: Commissioners Dave McCullough, Gerry Nall, Elizabeth Yerxa and Heath Krug.

NOES: None.

ABSENT: Commissioner Kirk Pendleton

Heath Krug, Chair, Planning Commission

ATTEST: Xzandrea Fowler, Secretary to the Colusa County Planning Commission

Ann Nordyke, Chief Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Exhibit "A"

USE PERMIT PD #25-6
SALOON ENERGY STORAGE, LLC
COLUSA COUNTY BOARD OF SUPERVISORS

DATE: September 3, 2025

PERMIT NO.: UP #PD-25-6

LOCATION: APN's: 016-290-009 & 016-290-053

Pursuant to Colusa County's Zoning Ordinance, SALOON ENERGY STORAGE, LLC is hereby granted a Use Permit in accordance with the application filed to construct, operate, maintain, and decommission (in the future) a battery energy storage system (BESS) and associated facilities and infrastructure (Project) subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of the Use Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the zoning administrator.

C. The use shall be limited to the Project described in the Saloon Energy Storage Environmental Checklist – Initial Study and Mitigate Negative Declaration of Environmental Significance (SCH No. 2025070064). Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant by the Zoning Administrator shall require an application amendment, which must be reviewed by the Planning Commission.

D. All requirements of the Mitigation and Monitoring Program adopted by the Board of Supervisors in Exhibit "B" of the Board's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

E. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

F. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit

Exhibit "A"
USE PERMIT PD #25-6

shall be required prior to establishment of the use. The two-year period described herein will be tolled during the pendency of any legal challenge to the Use Permit.

G. 1.) The Project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply with the conditions under which this entitlement was approved, county shall provide notice to applicant of such failure, and following such notice applicant continues to be in non-compliance, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

Exhibit "A"
USE PERMIT PD #25-6

H. The Project developer shall comply with all other applicable federal, state, and local laws, statutes, ordinances and regulations, which may include but is not limited to:

1.) Colusa County Environmental Health Division;

2.) Colusa County Air Pollution Control District;

3.) Williams Fire Protection Authority;

4.) California Regional Water Quality Control Board;

5.) California Department of Fish and Wildlife;

6.) U.S. Fish and Wildlife Service;

7.) Pacific Gas & Electric (PG&E); and

8.) California Public Utilities Commission (CPUC)

I. The Project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. The final color of the metal battery enclosures shall be submitted to the Community Development Director for review and approval prior to installation. In general, the color shall be white as per industry and manufacturing standards.

K. Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.

L. 1) Prior to the commencement of any construction activities involving heavy truck hauling, the applicant shall prepare and submit a Construction Haul Route Plan to the Colusa County Department of Public Works for review and approval. The plan shall identify all proposed haul routes on County-maintained roads, estimated truck volumes, anticipated vehicle types, and any special transportation permits required for oversize or overweight loads.

2) The applicant shall also prepare a Road Damage Assessment Report documenting the pre-construction condition of all County roads along the approved haul routes. The report shall include GPS-referenced photographs and/or video, pavement condition ratings where practical, and identification of any existing deficiencies.

3) Within 60 days of substantial completion of project construction and the cessation of heavy truck hauling, the applicant shall conduct a post-construction condition

survey along the same haul routes and prepare an updated Road Damage Assessment Report comparing pre- and post-construction conditions.

4) If the post-construction survey determines that project construction truck traffic caused damage to County roads, the applicant shall enter into and comply with a Road Damage Agreement with the Colusa County Department of Public Works. This agreement shall require the applicant to repair any such damage to the satisfaction of the County, or reimburse the County for the full cost of such repairs, prior to final project sign-off.

5) No grading or building permits shall be issued until the haul route plan and pre-construction road damage assessment have been approved by the Department of Public Works, and the applicant has executed the required Road Damage Agreement.

M. Prior to commencement of construction, the Applicant shall identify a single point of contact to receive any complaints (including but not limited to noise, traffic, and other issues) and shall forward this contact and their contact information to the Community Development Director. The Applicant shall also mail a notice of this contact information to property owners adjacent to the Project development. Within 48 hours of receiving any complaint, the complaint contact shall notify the Community Development Director of any complaint.

N. Prior to construction commencing, the application shall contact Caltrans and the Colusa County Public Works Department to determine any appropriate locations for Construction Warning signs along County Roads. The placement of such signage shall be subject to Caltrans and the Public Works Department's specifications. The results of these determinations shall be submitted to the Community Development Director for review and approval prior to construction commencing.

O. Should metal power poles be used for the gen-tie connection, the poles shall be finished in a color to minimize reflection. Prior to installation of the poles, the finish shall be submitted to the Community Development Director for review and approval.

P. Prior to permit issuance, the applicant shall pay all required fees, including but not limited to the Williams Fire Protection Authority determined development impact fees.

Q. Prior to building permit issuance, the applicant shall submit a Battery Energy Storage System (BESS) decommissioning plan outlining the process for safely and efficiently dismantling and removing the BESS at the end of its operational life. The BESS decommissioning plan shall include an engineer's estimate for decommissioning and returning the project site back to the pre-existing development state and a bond or other surety in a form satisfactory to the County Counsel to ensure said decommissioning shall be submitted to the Community Development Director for review and approval. Every five (5) years an updated engineer's estimate for said decommissioning shall be submitted to the Community Development Director for review and approval and the surety shall be updated as necessary. Two years prior to the decommissioning of plant, the applicant shall

submit an updated engineer's to the Community Development Director for review and approval. This plan shall detail the actions required to return the property to its pre-development condition. An updated engineer's estimate of the cost of this decommissioning shall accompany the plan and prior to the approval of said plan, an updated bond or other surety in a form satisfactory to the County Counsel for cost of decommissioning the project shall be submitted to the County.

R. Prior to issuance of building permits or installation of any security fencing, the design of this fencing shall be submitted to the Community Development Director for review and approval.

S. Prior to issuance of building permits or installation of any exterior lighting, the lighting plan shall be submitted to the Community Development Director for review and approval. The design and placement of all exterior lighting shall comply with the Outdoor Lighting requirements set forth in Zoning Code Section 44-3.30, and shall be designed to minimize light spillover, glare, and impacts to adjacent properties, while maintaining safety and security.

T. Prior to issuance of building permits, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

U. Should water be provided from an offsite purveyor, prior to building permit issuance, a "will-serve" letter from the City of Williams, or other water source, committing to providing water for the construction and operation of the project shall be provided to the satisfaction of the Community Development Director.

V. A grading permit pursuant to County Code Chapter 9: Land Grading and Leveling shall be obtained. Included in said permit application shall be the specific provisions to ensure that there is no net increase in stormwater flows, change in drainage patterns for water leaving the site, and that the water quality for stormwater flows and water that percolates not degraded.

W. Noise levels from the Battery Energy Storage Systems (BESS) and other on-site equipment shall comply with the maximum noise levels permitted by the Colusa County General Plan.

X. Prior to operation, the project proponent shall submit detailed information regarding the proposed use to the Colusa County Environmental Health Division and provide the following:

1.) A Hazardous Materials Business Plan (HMBP) that includes all necessary information to prevent or mitigate potential environmental contamination and worker exposure.

2.) A Spill Prevention, Control, and Countermeasure (SPCC) Plan addressing the handling of fuels, lubricants, and other hazardous materials used during operations.

Exhibit "A"
USE PERMIT PD #25-6

3.) Portable sanitation facilities, which shall be provided and maintained in a safe and sanitary condition, so as not to pose a public health hazard or nuisance.

Y. The project site includes two separate legal parcels (APNs 016-290-009 and 016-290-053). No structure, including but not limited to Battery Energy Storage Systems (BESS), shall cross property lines. All proposed development must occur entirely within the boundaries of a single parcel unless a Lot Merger is approved by the County and formally recorded to combine the parcels into a single legal lot.

Z. The Project would be subject to CARB's In-Use Off-Road Diesel Vehicle Regulation which applies to certain off-road diesel engines, vehicles, or equipment greater than 25 horsepower. The regulation (1) imposes limits of construction vehicles to no more than 5 minutes for idling, requires a written idling policy, and requires a disclosure when selling vehicles; (2) requires all vehicles to be reported to CARB (using the Diesel Off-Road Online Reporting System) and labeled; (3) restricts the adding of older vehicles into fleets starting on January 1, 2014; and (4) requires fleets to reduce their emissions by retiring, replacing, or repowering older engines or installing Verified Diesel Emission Control Strategies (i.e., exhaust retrofits).

AA. Applicant will incorporate project design features (PDFs) intended to reduce emissions of criteria air pollutants, reduce emissions of toxic air contaminants (TACs), and reduce incidental spills from vehicles to minimize the Project's environmental impacts, as follows:

PDF-AQ-1: The Project applicant shall use a California Air Resources Board (CARB) certified Tier 4 Final engine for the diesel generator to be used during the commissioning phase of construction and, if required, as an emergency generator during operations.

PDF-AQ-2: Standard construction practices that would be employed to reduce fugitive dust emissions include watering of the active sites 2 times per day, depending on weather conditions.

PDF-WQ-1: The Project applicant shall properly maintain all construction, operational, and decommissioning vehicles and equipment to prevent incidental spills of oil, grease, hydraulic fluids, and fuel onto paved Project driveways and accessways.

BB. This approval shall become effective ten (10) days from the date of this decision unless appealed pursuant to Section 44-1.80.080 of the County Code.

CC. The existing orchard shall be maintained in good health and agricultural condition consistent with accepted industry standards, including regular watering, spraying, and pruning, for the life of the project. When trees are removed due to age, disease, or other causes, they shall be replaced with trees of similar type and density to maintain the orchard's function as an agricultural buffer. All maintenance and replacement activities shall be conducted in a manner that avoids adverse impacts to adjacent agricultural operations and preserves the agricultural character of the site.

Exhibit "A"
USE PERMIT PD #25-6

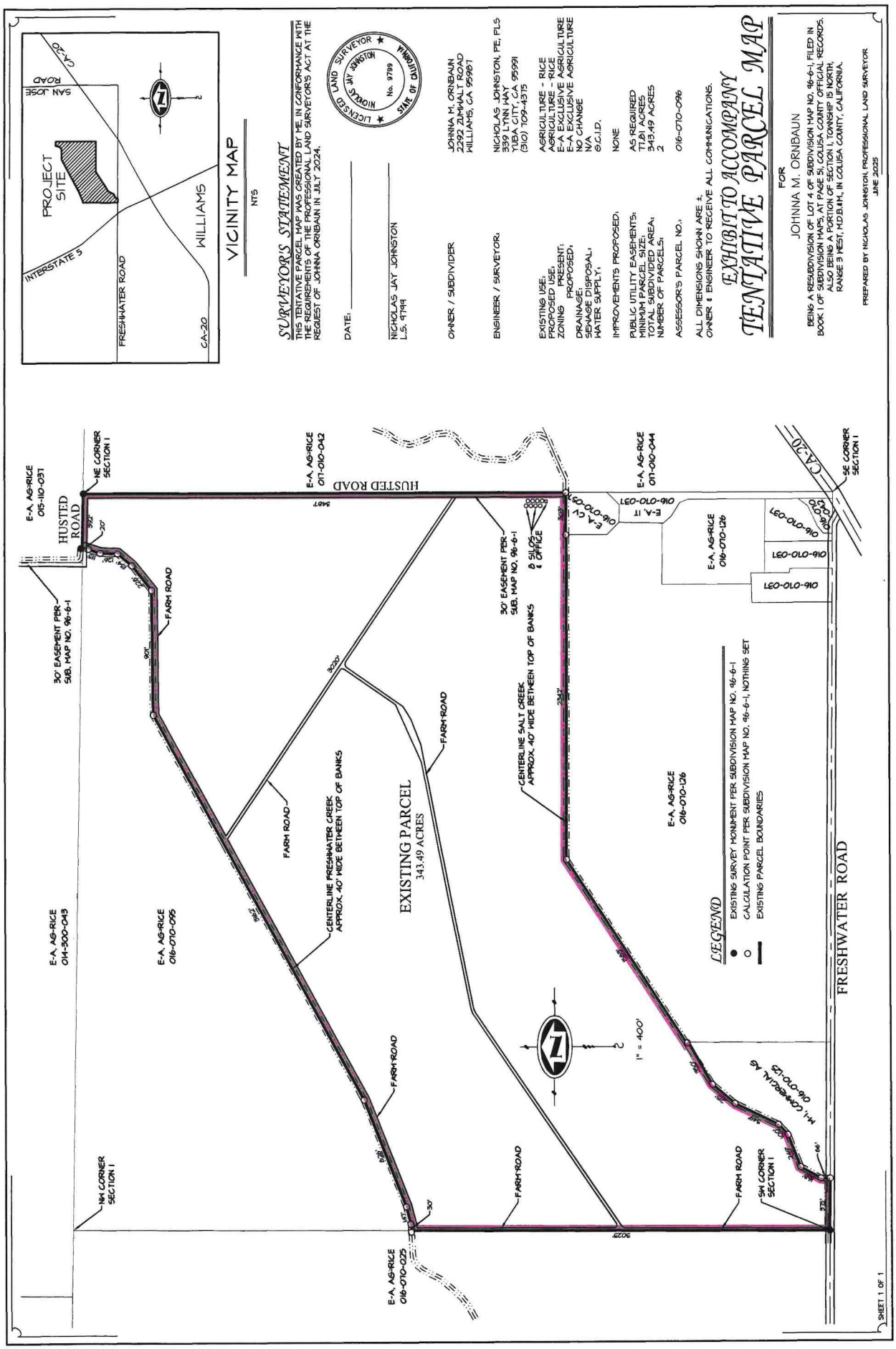

EXHIBIT "A""
EXHIBIT "A""
VICINITY MAP
NTS
PROJECT SITE
INTERSTATE 5
FRESHWATER ROAD
WILLIAMS
SAN JOSE ROAD
CA-20
SURVEYOR'S STATEMENT
THIS TENTATIVE PARCEL MAP WAS CREATED BY ME, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF JOHNNA ORNBAUN IN JULY 2024.
DATE:
NICHOLAS JAY JOHNSTON
L.S. 9799
LICENSED LAND SURVEYOR
NICHOLAS JAY JOHNSTON
No. 9799
STATE OF CALIFORNIA
OWNER / SUBDIVIDER
JOHNNA M. ORNBAUN
2932 ZUMWALT ROAD
WILLIAMS, CA 95987
ENGINEER / SURVEYOR:
NICHOLAS JOHNSTON, PE, PLS
339 LYNN HWY
YUBA CITY, CA 95991
(310) 109-4375
EXISTING USE:
PROPOSED USE:
ZONING PRESENT:
PROPOSED:
AGRICULTURE - RICE
AGRICULTURE - RICE
E-A EXCLUSIVE AGRICULTURE
E-A EXCLUSIVE AGRICULTURE
DRAINAGE:
SEWAGE DISPOSAL:
WATER SUPPLY:
NO CHANGE
N/A
E.C.I.D.
IMPROVEMENTS PROPOSED:
NONE
PUBLIC UTILITY EASEMENTS:
MINIMUM PARCEL SIZE:
TOTAL SUBDIVIDED AREA:
NUMBER OF PARCELS:
AS REQUIRED
TI.81 ACRES
343.49 ACRES
2
ASSESSOR'S PARCEL NO.:
016-010-096
ALL DIMENSIONS SHOWN ARE ±.
OWNER & ENGINEER TO RECEIVE ALL COMMUNICATIONS.
EXHIBIT TO ACCOMPANY TENTATIVE PARCEL MAP
FOR
JOHNNA M. ORNBAUN
BEING A RESUBDIVISION OF LOT 4 OF SUBDIVISION MAP NO. 96-6-1, FILED IN BOOK 1 OF SUBDIVISION MAPS, AT PAGE 51, COLUSA COUNTY OFFICIAL RECORDS. ALSO BEING A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, M.D.B.&M., IN COLUSA COUNTY, CALIFORNIA.
PREPARED BY NICHOLAS JOHNSTON, PROFESSIONAL LAND SURVEYOR
JUNE 2025
HUSTED ROAD
NE CORNER SECTION 1
E-A, AG-RICE 015-110-031
E-A, AG-RICE 011-010-042
E-A, AG-RICE 011-010-044
30' EASEMENT PER SUB. MAP NO. 96-6-1
FARM ROAD
30' EASEMENT PER SUB. MAP NO. 96-6-1
2 SILOS & OFFICE
E-A, IT 016-010-031
E-A, AG-RICE 016-010-126
016-010-910
CENTERLINE FRESHWATER CREEK APPROX. 40' WIDE BETWEEN TOP OF BANKS
CENTERLINE SALT CREEK APPROX. 40' WIDE BETWEEN TOP OF BANKS
EXISTING PARCEL
343.49 ACRES
E-A, AG-RICE 014-300-043
E-A, AG-RICE 016-010-095
E-A, AG-RICE 016-010-025
NW CORNER SECTION 1
SW CORNER SECTION 1
SE CORNER SECTION 1
CA-20
FRESHWATER ROAD
M.H., CONCRETAL AG 016-010-125
1" = 400'
LEGEND
EXISTING SURVEY MONUMENT PER SUBDIVISION MAP NO. 96-6-1
CALCULATION POINT PER SUBDIVISION MAP NO. 96-6-1, NOTHING SET
EXISTING PARCEL BOUNDARIES
SHEET 1 OF 1

Exhibit "B"
Saloon Energy Storage Project

Mitigation Monitoring and Reporting Program

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 1(c): In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? **Impact 2(a)**: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**AGR-1: Decommissioning Plan** Prior to issuance of a building and grading permits, a Decommissioning Plan encompassing the entire Project site, including ancillary facilities, shall be prepared to describe the approach to removal of facilities and equipment associated with the permanent closure of all or a portion of the Project. The Decommissioning Plan shall include a farmland restoration component and the entire Project area would be returned to agricultural production. Pre-construction conditions would be documented by digital photography and used as references to adequately restore the Project site to its previous condition. This information would be reviewed before decommissioning demolition documents are prepared and would be included in the submittal of an Existing Conditions Report to the County. Preconstruction documentation would also include descriptions of existing vegetative and soil conditions, as well as existing topography and drainage patterns. In order to restore the site to preconstruction conditions, activities may consist of decompaction of the topsoil by disking or tilling and fertilization.	Prior to issuance of a building and grading permits	Colusa County
IMPACT 4(a): have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	**BIO-1: Protection of Special Status Species** A Worker Environmental Awareness Program (WEAP) for all personnel employed or otherwise working on the Project shall be administered before any Project construction activities commence. The WEAP shall consist of a presentation prepared by a qualified biologist that includes a discussion of the biology and status of the Swainson's hawk, burrowing owl, American badger, nesting birds, roosting bats, and all Project mitigation measures. Upon completion of the WEAP, Project personnel shall sign a form to document attendance of the program and understanding of mitigation measures.	Prior to construction	Colusa County & Qualified Biologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 4(d): Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**BIO-2: Nesting Season** Vegetation removal and initial ground-disturbing activities, to the extent feasible, should be conducted outside the nesting season, which generally occurs February through August, to avoid potential impacts to nesting birds. If vegetation removal and initial ground-disturbing activities occur during the nesting season, all suitable habitats shall be thoroughly surveyed by a qualified biologist for the presence of nesting birds before commencement of clearing. If any nests are detected, a suitable buffer shall be delineated, flagged, and avoided until the nesting cycle is complete, as determined by a qualified biologist. Avoidance buffers will be based on species of nesting bird and disturbance type, as determined by a qualified biologist, and will be no less than 50 feet for passerines and 500 feet for raptors.	Outside the nesting season, September through January	
	BIO-3: Pre-Construction Clearance Survey For Bats A pre-construction clearance survey for bats shall be conducted within 1 month prior to the start of construction to determine if any bats are currently roosting within the Project site. The pre-construction survey shall consist of a daytime roost assessment by a qualified biologist to determine if any bats or sign of active roosting is present. An emergence survey at dusk shall be conducted after the roost assessment is completed to observe if any bats are emerging from suitable roost locations within the Project site. Additionally, acoustic monitoring shall occur concurrently with the emergence survey to determine if any bats are echolocating within the Project site, identify the echolocating species, and determine the relative level of bat activity on the site. Bat echolocation calls shall be analyzed off-site using Sonobat software (or equivalent) and manual vetting to identify calls to the species level. If no bats are observed during the pre-construction survey, the project may commence without potential impacts to bats. If bats are present in any structure or tree slated for removal, a bat exclusion plan will be developed by a qualified biologist in consultation with CDFW. At a minimum, the exclusion plan will include methods and recommendations for installation of alternative roost habitat upon completion of the project (e.g. constructed bat houses).	Shall be conducted within 1 month prior to the start of construction	
	BIO-4: Swainson's Hawk To determine whether Swainson's hawks are nesting in the vicinity of the Project, surveys should be conducted as outlined in the Swainson's Hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (SHTAC 2000). Surveys should be conducted for at least 4 hours in the morning and 4 hours in the evening on each survey day. If active Swainson's hawk nests are identified, an avoidance buffer of 0.5 miles shall be established around active nests consistent with the Staff Report Regarding Mitigation for Impacts to Swainson's Hawks in the Central Valley of California (CDFG 1994). No construction within avoidance buffers shall be allowed until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are	Conduct Surveys as outlined in the SHTAC 2000	

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	no longer reliant on the nest). If it is not feasible to maintain a 0.5-mile buffer for an active Swainson's hawk nest to reasonably accommodate construction, maintenance, or decommissioning activities, the established buffer distance may be reduced through coordination with CDFW. Project activities within the reduced buffer shall be monitored at the discretion of a qualified biologist and based on coordination with CDFW. **BIO-5: Burrowing Owl** No more than 14 days prior to initiation of ground-disturbing activities, a qualified biologist shall conduct a burrowing owl take avoidance survey of the Project site and surrounding areas to a distance of 150 meters, in accordance with the methods outlined in the Staff Report on Burrowing Owl Mitigation (CDFG 2012). The pre-construction survey shall cover all areas within 150 meters of the Project site. If construction activities cease for a period of 14 days, the site shall be re-surveyed for burrowing owls prior to the resumption of construction activities. If no burrowing owl, their burrows, or their sign are documented within the Project area, no further measures are necessary. If burrowing owls or active burrows are identified within the Project site during the surveys, appropriate exclusion zones will be established based on time of year and status of the burrow (breeding or wintering), per the Staff Report on Burrowing Owl Mitigation (CDFG 2012). If complete avoidance is not feasible, consultation on an Incidental Take Permit will be undertaken with CDFW, including a plan for passive relocation, if appropriate, and any mitigation necessary to offset impacts purchased through an approved mitigation bank or other CDFW-approved mitigation property. **BIO-6: American Badger** To avoid and minimize impacts to American badger, the following measures shall be applied: • Prior to the commencement of construction activities, a special-status wildlife survey shall be conducted, focusing on the habitat where special-status wildlife species are likely to occur within the Project site. These surveys shall be conducted in the appropriate season to ensure accurate presence/absence results. • Already disturbed lands shall be used for Project activities and staging areas whenever feasible. • Speed limits within the Project site shall not exceed 15 miles per hour. • Excess light and noise shall be minimized, especially if work occurs during the evening when wildlife tends to be more active.	14 days prior to initiation of ground-disturbing activities Prior to the commencement of construction activities	

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	• If the species is detected within the Project site during pre-activity surveys, a mitigation and relocation plan will be created and implemented in consultation with CDFW. The relocation plan will, at a minimum, provide methods for passive relocation including burrow monitoring, exclusion and collapsing. American badgers have large home ranges and are expected to passively relocate to alternative dens.		
IMPACT 5(b): Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**CUL-1: : Inadvertent Discovery of Archaeological Resources During Construction** In the event that archaeological resources (sites, features, or artifacts) are exposed during Project construction activities, all construction activities within 100 feet of the discovery shall immediately stop until a qualified archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Recommendations will be dependent upon the potential for the find to be considered significant under CEQA (14 CCR 15064.5(f); PRC Section 21082). If the discovery proves potentially significant under CEQA, coordination shall occur with Colusa County and consulting tribes as identified during AB 52 consultation. Additional work such as preparation of an archaeological treatment plan, testing, or data recovery may be warranted and should be developed based on the conditions and nature of the find, as determined by the qualified archaeologist.	Prior to construction and during construction	Colusa County & Qualified Archaeologist
IMPACT 5(c): Would the project disturb any human remains, including those interred outside of formal cemeteries?	**CUL-2: Inadvertent Discovery of Human Remains During Construction** In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, the County Coroner shall be immediately notified of the discovery. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County Coroner has determined, within 2 working days of notification of the discovery, if the remains are of human origin. If the County Coroner determines that the remains are, or are believed to be, Native American, the County Coroner shall notify the NAHC in Sacramento within 24 hours. In accordance with California Public Resources Code, Section 5097.98, the NAHC must immediately notify those persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD shall provide recommendations on next steps within 48 hours of being granted access to the site. The MLD would then determine, in consultation with the property owner, the disposition of the human remains and/or related burial goods. If the MLD and the other parties do not agree on the next steps, then, in accordance with California Public Resources Code, Section 5097.98(e), the landowner (or authorized representative) shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.	Prior to construction and during construction	Colusa County & Qualified Archaeologist

Exhibit "B"

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
IMPACT 7(b): Result in substantial soil erosion or the loss of topsoil? **IMPACT 10(a):** Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? **IMPACT 10(c.i):** Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site;	**GEO-1: SWPP** Prior to commencement of any grading activity on-site, the applicant shall prepare an erosion control plan and develop and implement a SWPPP (with associated BMPs), to be implemented following Project decommissioning. The plan shall include flow control measures to manage water flow and prevent erosion, such as silt fences and check dams; sediment control measures such as installation of sediment traps and silt fences to capture eroded soil before it leaves the site; and soil stabilization techniques such as mulching, seeding, and erosion control blankets to stabilize exposed soil. The soil erosion plan shall be prepared by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), as designated by the State Water Resources Control Board. The erosion control plan shall be implemented until vegetation has been reestablished on-site.	Prior to commencement of any grading activity on-site	Colusa County & Qualified SWPPP Developer
IMPACT 7(f): Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**GEO-2: Paleontological Resources Mitigation and Monitoring Program** Prior to commencement of any grading activity on-site, the applicant shall retain a qualified paleontologist per the Society of Vertebrate Paleontology (2010) guidelines. The paleontologist shall prepare a Paleontological Resources Mitigation and Monitoring Program for the Project. The Paleontological Resources Mitigation and Monitoring Program shall be consistent with the SVP (2010) guidelines and must outline: requirements for preconstruction meeting attendance and worker environmental awareness training; where monitoring is required within the Project site based on construction plans and/or geotechnical reports; procedures for adequate paleontological monitoring and discoveries treatment; and paleontological methods (including sediment sampling for microvertebrate fossils), reporting, and collections management. The qualified paleontologist shall attend the preconstruction meeting and a qualified paleontological monitor shall be on-site during all rough grading and other significant ground-disturbing activities (including augering that is 2 feet in diameter or greater) in previously undisturbed, fine-grained Pleistocene and/or alluvial deposits. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor will temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery will be roped off with a 50-foot radius buffer. Once documentation and collection of the find is completed, the monitor will remove the rope and allow grading to recommence in the	Prior to commencement of any grading activity on-site	Colusa County& Qualified Paleontologist

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
	area of the find. Costs associated with fossil laboratory work and museum curation fees are the responsibility of the Project Applicant.		
IMPACT 9(b): Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? **IMPACT 9(g):** Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	**HAZ-1: Emergency Response Plan and Hazard Mitigation Analysis** Prior to building permit issuance, the applicant shall prepare an Emergency Response Plan and Hazard Mitigation Analysis for review and approval by the Williams Fire Protection Authority.	Prior to building permit issuance	Colusa County & Williams Fire Protection Authority
IMPACT 13(a): Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	**NOI-1: Noise Reducing Measures** Prior to grading permit issuance, Colusa County shall ensure the following: ▪ • A temporary noise barrier 8 feet in height shall be erected and maintained along the Project Site property boundary during the grading phase. • A temporary noise barrier 8 feet in height shall be erected and maintained at the Project Site property boundary along the east and south property boundaries for the parcel occupied by R2, during all phases of project construction. • Temporary noise barriers shall provide attenuation of at least 25 STC (Sound Transmission Class), which may be achieved with exterior rated sound blankets affixed to standard chain-link fence support systems. • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from or shielded from sensitive noise receivers. • During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors. • Project related semi-truck construction traffic and off-site construction shall be limited to Mondays through Friday 7:00 am to 5:00 pm. On-site construction activities shall be limited to Mondays through Friday 7:00 am to 7:00 pm and from 8:00 am though 5:00 pm on Saturdays. If circumstances arise requiring traffic outside of these hours, applicant will submit a request to County for approval.	Prior to grading permit issuance	Colusa County
IMPACT 15(a): Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities,	**PUB-1 Fire Protection and Mitigation Agreement** The applicant shall provide evidence that they have entered into a Fire Protection and Mitigation Agreement with the Williams Fire Protection Authority (WFPA) prior issuance of building and grading permits to make a fair-share contribution toward local emergency response capabilities. The funding shall be used by the WFPA to mitigate	Prior to building or grading permit issuance	Colusa County & Williams Fire Protection Authority

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: (Fire Protection)	risks of wildfires and to enhance fire suppression and emergency services capabilities for the Proposed Project.		
IMPACT 17(c): Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? **IMPACT 17(d):** Result in inadequate emergency access?	**TRAF-1: Construction Traffic Management Plan** Prior to initiation of construction activities, a Construction Traffic Management Plan will be prepared by the contractor and filed with the County. Potential traffic management measures may include: • Warning signage to meet County and California Department of Transportation requirements for driver awareness of construction activity in the vicinity. • Staggering work shifts to reduce peak periods of congestion. • Limiting time for heavy truck deliveries. • Using flaggers at key locations to alert motorists to slow-moving trucks. • Providing an information packet for affected residents, to be determined in consultation with the County, to bring awareness to the Project activities and measures to minimize impacts. • Informing emergency service providers of construction traffic schedule.	Prior to construction	Colusa County
IMPACT 18(a): Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resour Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), orces as defined in Public Resources Code Section 5020.1(k), or **IMPACT 18(b):** A resource determined by the lead agency,	**TCR-1: Unanticipated/Inadvertent Discoveries of Tribal Cultural Resources (TCRs)** If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA protocols. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by the Yocha Dehe	During construction	Colusa County & Tribal Representative

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility
in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Wintun Nation or by the California Native American Tribe that is traditionally and culturally affiliated with the project area. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil. Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied. **TCR-2 Prior and Post Ground Disturbance** A minimum of 14 days prior to beginning earthwork, clearing and grubbing, or other soil disturbing activities, the applicant shall notify lead agency of the proposed earthwork start-date. The lead agency shall contact the Yocha Dehe Wintun Nation with the proposed earthwork start-date and a Tribal Representative or Tribal Monitor shall be invited to provide an on-site meeting for construction personnel information on TCRs and workers awareness brochure. **TCR-3 Tribal Awareness Training** The Applicant/contractor shall coordinate with the Yocha Dehe Wintun Nation to provide a tribal cultural resources sensitivity and awareness training program for all personnel involved in project construction, including field consultants and construction workers, at their own expense. The training shall be conducted before any project-related construction activities begin at the project site. The training will include relevant information regarding sensitive cultural resources and tribal cultural resources, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The training will also describe appropriate avoidance and impact minimization measures for cultural resources and tribal cultural resources that could be located at the project site and will outline what to do and who to contact if any potential cultural resources or tribal cultural resources are encountered. It will emphasize the requirement for confidentiality and culturally appropriate treatment of any discovery of significance to Native Americans and will discuss appropriate behaviors and responsive actions, consistent with Native American tribal values. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training.	14 days prior to beginning any soil disturbing activities Prior to any construction	Colusa County & Tribal Representative Colusa County & Tribal Representative

Exhibit "C"

DRAFT

ORDINANCE NO._____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE, LLC.

Whereas, Saloon Energy Storage, LLC., (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, telecommunication cables, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in and under said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way if it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that: (i) sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service (such notice period, in any event, to be no shorter than the time required to complete construction (including all engineering and design work) and to coordinate with financing parties, offtakers, the interconnecting utility, and grid operator to prevent any disruption of service) (ii) COUNTY shall provide cooperation to GRANTEE in the planning and implementation of such relocation; and (iii) COUNTY shall use all reasonable measures to perform such public work in a manner that does not require the removal and relocation of GRANTEE's facilities. For the avoidance of doubt, GRANTEE shall not be required to remove and relocate any of its facilities if either (x) relocation of such facilities within the Public Right-of-Way is not feasible due to physical restrictions or requirements of law or (y) such relocation would require interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the amount of such actual, reasonable, and documented increase of cost incurred solely due to the presence of GRANTEE's facilities hereunder upon completion of such construction, installation or repair. COUNTY, or the applicable governmental agency, shall provide GRANTEE an estimate of such costs prior to the commencement of work.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 9), which shall be paid annually on the anniversary of the date of issuance of the County permit authorizing

construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization. For the avoidance of doubt, if the Transmission Lines are not built due to the permanent abandonment of the Project prior to construction, the Right-of-Way Occupancy Fee shall not be payable hereunder.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 10. Within thirty (30) days following the construction, laying, or relocation, of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line (the "**Surety Amount**") installed within the Public Right-of-Way as documented on the As-Built Map, with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Surety Amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 11. The COUNTY shall release any unapplied portion of such cash security deposit to GRANTEE upon termination of this Agreement.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. Except as set forth in this Section 12, this franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. GRANTEE may, without consent of COUNTY: (i) collaterally assign its rights and obligations hereunder to one or more parties providing financing to the Project; (ii) assign its rights and obligations hereunder to an affiliate of GRANTEE; and (ii) assign its rights and obligations hereunder to any purchaser of the Project; *provided that* in the case of (ii) and (iii), such assignee has assumed all of the rights and obligations of GRANTEE hereunder and agrees to perform its obligations hereunder from and after the date of such assignment. Nothing in this Section 12 shall be deemed to prevent, restrict, or condition upon receipt of consent from the COUNTY, a direct or indirect change of ownership of GRANTEE.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII (or an equivalent rating by any nationally recognized insurance rating agency), with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $1,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $2,000,000 aggregate for products-completed operations In addition, the insurance shall:

(a) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional insureds and provide that such coverage shall be primary and noncontributory to other policies held by these parties.

(2) Business auto coverage insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $1,000,000 combined single limit each accident for bodily injury and property damage.

(3) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

Saloon Energy Storage, LLC.
c/o Alpha Omega Power
4201 Main Street
Houston, Texas 77002

SECTION 21. GRANTEE is authorized to record a copy of this Ordinance in the real property records of Colusa County.

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Exhibit "C"

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Alpha Omega Power
700 Louisiane Street, Suite 4200
Houston, TX 77002

November 12, 2025

Luke Shillington
Chief Development Officer, Alpha Omega Power

VIA EMAIL

Chair Daurice Kalfsbeek Smith, Vice-Chair Jose Merced Corona,
and Board Members Kent S. Boes, Randy Wilson, and Janice Bell
Board of Supervisors
547 Market Street
Colusa, CA 95932

RE: Term of the Ordinance Granting a Franchise to Saloon Energy Storage, LLC

Dear Honorable Chair, Vice Chair, and Board Members:

I am writing on behalf of the applicant Saloon Energy Storage, LLC ("Applicant") for Use Permit PD #25-6 for a battery energy storage system and associated facilities and infrastructure ("Project") in Colusa County, California ("County"). In addition to the Use Permit, the Applicant has negotiated with the County for an electrical line franchise for the Project. (See Draft Ordinance No. ____, An Ordinance of the Colusa County Board of Supervisors Granting an Electrical Line Franchise to Saloon Energy Storage LLC.)

Under the current draft of the franchise, the County has limited the "Franchise Term" to: the earlier of (1) the decommissioning of the Project, and (2) twenty (20) years from and after the date of issuance of the permit authorizing construction of the transmission lines, unless renewed as otherwise allowed. This term, however, is not financially viable for the Project, as it would present an impediment to project financing. As posed by the Applicant in prior versions of the draft franchise, a thirty-four (34) year term is necessary in order for the Project to be financially viable.

The Applicant hereby requests that the Board revise the draft franchise to incorporate a thirty-four (34) year Franchise Term, rather than a twenty (20) year term. This will help ensure that the Project can bring the community benefits identified in the franchise to the County, including jobs, electric infrastructure support, and other related benefits to residents, and direct additional funds to the County through imposition of the "Right-of-Way Occupancy Fee" set forth in the franchise.

If the County is unable to extend the Franchise Term as requested, the Applicant will have to explore alternative routes for construction of the electrical lines contemplated in the franchise, for example, by way of a private easement. We note, however, that an alternative route would not permit the Applicant to provide the same benefits to the County through the Project and that the Applicant prefers to work with the County rather than going through an alternate route.

If the Board has any questions or concerns related to this request, please do not hesitate to contact me at (415) 515-5720 or lshillington@aoprenewables.com or contact Justin Alvord at (240) 893-2738 or jalvord@powerflowdev.com.

Sincerely,



Luke Shillington
Chief Development Officer, Alpha Omega Power

ORDINANCE NO._____

AN UNCODIFIED ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE LLC

WHEREAS, Saloon Energy Storage LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

WHEREAS, COUNTY has certified a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1

The COUNTY, hereby grants the right and franchise to GRANTEE, beginning from the **Effective Date** and for the **Franchise Term**, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, telecommunication cables, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**"). The "Franchise Term" as used herein is defined as the earlier of: (1) the decommissioning of the Project pursuant to Condition Q of Use Permit PD #25-6; and, (2) thirty four (34) years from and after the date of issuance of the permit authorizing construction of the Transmission lines, unless renewed as set forth in Section 15.

SECTION 2

Said Transmission Lines and appurtenances shall be installed underground, unless it is demonstrated to the reasonable satisfaction of the COUNTY that undergrounding is physically infeasible due to existing infrastructure, engineering constraints, or geographic conditions. All facilities shall be installed and maintained in a manner that does not permanently damage the Public Right-of-Way or interfere with the public's right to travel. ~~in and under said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.~~

SECTION 3

The work of laying and constructing Transmission Lines pursuant to this franchise shall be

performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4

Prior to issuance of building permits for the Transmission Lines, GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network prior to issuance of building permits for the Transmission Lines, ~~within thirty days of the effective date of this franchise~~, and every year thereafter on the anniversary thereof.

SECTION 5

GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6

GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way if it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that: (i) sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service (such notice period, in any event, to be no shorter than the time required to complete construction (including all engineering and design work) and to coordinate with financing parties, offtakers, the interconnecting utility, and grid operator to prevent any disruption of service) (ii) COUNTY shall provide cooperation to GRANTEE in the planning and implementation of such relocation; and (iii) COUNTY shall use all reasonable measures to perform such public work in a manner that does not require the removal and relocation of GRANTEE's facilities. For the avoidance of doubt, GRANTEE shall not be required to remove and relocate any of its facilities if either relocation of such facilities within the Public Right-of-Way is not feasible due to physical restrictions or requirements of law, or such relocation would require interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7

In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the amount of such actual, reasonable, and documented increase of cost incurred solely due to the presence of GRANTEE's facilities hereunder upon completion of such construction, installation or repair. COUNTY, or the applicable governmental agency, shall provide GRANTEE an estimate of such costs prior to the commencement of work.

SECTION 8

GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of ~~Two Dollars and Fifty Cents ($2.50)~~Four Dollars ($4.00) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 11), payable annually by November 30 after Building permit issuance. Beginning with the second payment, the fee will increase by 3.6% annually. ~~The~~ GRANTEE~~grantee~~ remains responsible for this fee until the transmission lines are removed or officially abandoned with County approval ~~Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization~~. For the avoidance of doubt, if the Transmission Lines are not built due to the permanent abandonment of the Project prior to construction, the Right-of-Way Occupancy Fee shall not be payable hereunder.

SECTION 9

GRANTEE shall pay a Franchise Agreement Processing Fee of Five Thousand Dollars ($5,000) to cover all COUNTY costs associated with developing, publishing, reviewing, and evaluating this Ordinance or related agreements. The fee shall include, but not be limited to, consultant, attorney, and staff time.

SECTION ~~9~~10

GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 11~~0~~

Within thirty (30) days following the construction, laying, or relocation, of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION ~~11~~12

The GRANTEE hereof, its successors and assigns, shall, at least 30 days prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY ~~in~~ equal to ten percent (10%) of the total estimated cost to construct the Transmission Lines (the **"Surety Amount")**, in a form approved by County Counsel~~the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line (the "**Surety Amount**") installed within the Public Right-of-Way as documented on the As-Built Map,~~ with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Surety Amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section ~~11~~12. The COUNTY shall release any unapplied portion of such cash security deposit to GRANTEE upon termination of this Agreement upon filing of the Performance Security Bond pursuant to Section 13 herein.~~.~~

SECTION 13

At least thirty (30) days before operations begin or construction is completed, GRANTEE shall file a Performance Security Bond equal to ten percent (10%) of the actual cost to construct the Transmission Lines, in a form approved by County Counsel. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Performance Security Bond amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 13. This bond shall remain in effect for the duration of the franchise to ensure full compliance with all franchise terms and conditions. Filing of the Performance Security Bond shall replace and thereby terminate the Surety Amount.

SECTION ~~12~~14

The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. Except as set forth in this Section 12, this franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. GRANTEE may, without consent of COUNTY: (i) collaterally assign its rights and obligations hereunder to one or more parties providing financing to the Project; (ii) assign its rights and obligations hereunder to an affiliate of GRANTEE; and (ii) assign its rights and obligations hereunder to any purchaser of the Project; *provided that* in the case of (ii) and (iii), such assignee has assumed all of the rights and obligations of GRANTEE hereunder and agrees to perform its obligations hereunder from and after the date of such assignment. Nothing in this Section 12 shall be deemed to prevent, restrict, or condition upon receipt of consent from the COUNTY, a direct or indirect change of ownership of GRANTEE.

SECTION 15

GRANTEE may request renewal of this franchise in accordance with applicable federal or state law or, in absence of any such renewal procedures, the following provisions of this section shall apply:

A. **Application.** Not later than eighteen nor earlier than twenty-four months prior to the expiration of this franchise, the GRANTEE may submit an application for renewal of this franchise. Such application shall be in the form and contain the information required by the Board of Supervisors and shall be accompanied by a nonrefundable application fee established by the Board of Supervisors in the amount not to exceed the reasonable cost of processing the applications;
B. **Public Hearing.** When filed, the application shall be available for public inspection at places designated by the county clerk. No later than ninety days after filing the application, a public hearing or hearings shall be held by the Board of Supervisors on the application. Notice of the initial public hearing shall be published in a newspaper of general circulation within the county preceding such hearing;
C. **Decision**. At the conclusion of such hearing or hearings, the Board of Supervisors shall determine to renew the franchise subject to any appropriate terms and conditions as the Board of Supervisors may prescribe or determine not to renew the franchise.

SECTION ~~13~~16

GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION ~~14~~17

At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION ~~15~~18

GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees that arise out of GRANTEE's use of the Public Right of Way pursuant to this franchise..

SECTION ~~16~~19

During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII (or an equivalent rating by any nationally recognized insurance rating agency), with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $~~1~~2,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $2,000,000 aggregate for products-completed operations; and $4,000,000 general aggregate. In addition, the insurance shall:

(a) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional insureds and provide that such coverage shall be primary and noncontributory to other policies held by these parties.

(2) Business auto coverage insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $1,000,000 combined single limit each accident for bodily injury and property damage.

(3) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY.

SECTION ~~18~~20

This Ordinance shall take effect and be in force thirty (30) days following its adoption ("Effective Date") and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION ~~19~~21

If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION ~~20~~22

Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

Saloon Energy Storage, LLC
c/o Alpha Omega Power
700 Louisiana St, Suite 4200~~4201 Main Street~~
Houston, Texas 77002

SECTION ~~21~~23

GRANTEE is authorized to record a copy of this Ordinance in the real property records of Colusa County.

SECTION 24

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 18th day of November, 2025 and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the __ day of _____, 20__, ty the following roll call vote:

AYES:

NOES:

ABSENT:

_____
_____, Chair
Board of Supervisors

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

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

ORDINANCE NO._____

AN UNCODIFIED ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO SALOON ENERGY STORAGE LLC

WHEREAS, Saloon Energy Storage LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

WHEREAS, COUNTY has certified a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program pertaining to the Project pursuant to Resolution No. _____, which findings are incorporated herein by reference.

NOW, THEREFORE, THE BOARD OF SUPERVISORS FOR THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1

The COUNTY, hereby grants the right and franchise to GRANTEE, beginning from the **Effective Date** and for the **Franchise Term**, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, telecommunication cables, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California as are more specifically described and shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**"). The "Franchise Term" as used herein is defined as the earlier of: (1) the decommissioning of the Project pursuant to Condition Q of Use Permit PD #25-6; and, (2) thirty four (34) years from and after the date of issuance of the permit authorizing construction of the Transmission lines, unless renewed as set forth in Section 15.

SECTION 2

Said Transmission Lines and appurtenances shall be installed underground, unless it is demonstrated to the reasonable satisfaction of the COUNTY that undergrounding is physically infeasible due to existing infrastructure, engineering constraints, or geographic conditions. All facilities shall be installed and maintained in a manner that does not permanently damage the Public Right-of-Way or interfere with the public's right to travel.

SECTION 3

The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4

Prior to issuance of building permits for the Transmission Lines, GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network prior to issuance of building permits for the Transmission Lines, and every year thereafter on the anniversary thereof.

SECTION 5

GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY, such approval not to be unreasonably withheld, conditioned, or delayed. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6

GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way if it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that: (i) sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service (such notice period, in any event, to be no shorter than the time required to complete construction (including all engineering and design work) and to coordinate with financing parties, offtakers, the interconnecting utility, and grid operator to prevent any disruption of service) (ii) COUNTY shall provide cooperation to GRANTEE in the planning and implementation of such relocation; and (iii) COUNTY shall use all reasonable measures to perform such public work in a manner that does not require the removal and relocation of GRANTEE's facilities. For the avoidance of doubt, GRANTEE shall not be required to remove and relocate any of its facilities if either relocation of such facilities within the Public Right-of-Way is not feasible due to physical restrictions or requirements of law, or such relocation would require interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7

In the event that the COUNTY or any governmental agency shall construct, install, reconstruct,

or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the amount of such actual, reasonable, and documented increase of cost incurred solely due to the presence of GRANTEE's facilities hereunder upon completion of such construction, installation or repair. COUNTY, or the applicable governmental agency, shall provide GRANTEE an estimate of such costs prior to the commencement of work.

SECTION 8

GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Four Dollars ($4.00) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 11), payable annually by November 30 after Building permit issuance. Beginning with the second payment, the fee will increase by 3.6% annually. GRANTEE remains responsible for this fee until the transmission lines are removed or officially abandoned with County approval. For the avoidance of doubt, if the Transmission Lines are not built due to the permanent abandonment of the Project prior to construction, the Right-of-Way Occupancy Fee shall not be payable hereunder.

SECTION 9

GRANTEE shall pay a Franchise Agreement Processing Fee of Five Thousand Dollars ($5,000) to cover all COUNTY costs associated with developing, publishing, reviewing, and evaluating this Ordinance or related agreements. The fee shall include, but not be limited to, consultant, attorney, and staff time.

SECTION 10

GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 11

Within thirty (30) days following the construction, laying, or relocation, of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway (hereinafter the "**As-Built Map**").

SECTION 12

The GRANTEE hereof, its successors and assigns, shall, at least 30 days prior to issuance of a County permit for construction of the Transmission Line within the right-of-way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY equal to ten percent (10%) of the total estimated cost to construct the Transmission Lines (the **"Surety Amount")**, in a form approved by County Counsel

with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Surety Amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 12. The COUNTY shall release any unapplied portion of such cash security deposit to GRANTEE upon termination of this Agreement upon filing of the Performance Security Bond pursuant to Section 13 herein.

SECTION 13

At least thirty (30) days before operations begin or construction is completed, GRANTEE shall file a Performance Security Bond equal to ten percent (10%) of the actual cost to construct the Transmission Lines, in a form approved by County Counsel. In lieu of the bond required to be posted hereunder, GRANTEE shall be permitted to post the Performance Security Bond amount in the form of a security deposit in cash, which shall be held by the COUNTY and applied solely as permitted under this Section 13. This bond shall remain in effect for the duration of the franchise to ensure full compliance with all franchise terms and conditions. Filing of the Performance Security Bond shall replace and thereby terminate the Surety Amount.

SECTION 14

The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. Except as set forth in this Section 12, this franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. GRANTEE may, without consent of COUNTY: (i) collaterally assign its rights and obligations hereunder to one or more parties providing financing to the Project; (ii) assign its rights and obligations hereunder to an affiliate of GRANTEE; and (ii) assign its rights and obligations hereunder to any purchaser of the Project; *provided that* in the case of (ii) and (iii), such assignee has assumed all of the rights and obligations of GRANTEE hereunder and agrees to perform its obligations hereunder from and after the date of such assignment. Nothing in this Section 12 shall be deemed to prevent, restrict, or condition upon receipt of consent from the COUNTY, a direct or indirect change of ownership of GRANTEE.

SECTION 15

GRANTEE may request renewal of this franchise in accordance with applicable federal or state law or, in absence of any such renewal procedures, the following provisions of this section shall apply:

A. **Application.** Not later than eighteen nor earlier than twenty-four months prior to the expiration of this franchise, the GRANTEE may submit an application for renewal of this franchise. Such application shall be in the form and contain the information required by the Board of Supervisors and shall be accompanied by a nonrefundable application fee established by the Board of Supervisors in the amount not to exceed the reasonable cost

of processing the applications;

B. **Public Hearing.** When filed, the application shall be available for public inspection at places designated by the county clerk. No later than ninety days after filing the application, a public hearing or hearings shall be held by the Board of Supervisors on the application. Notice of the initial public hearing shall be published in a newspaper of general circulation within the county preceding such hearing;

C. **Decision**. At the conclusion of such hearing or hearings, the Board of Supervisors shall determine to renew the franchise subject to any appropriate terms and conditions as the Board of Supervisors may prescribe or determine not to renew the franchise.

SECTION 16

GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 17

At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 18

GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees that arise out of GRANTEE's use of the Public Right of Way pursuant to this franchise..

SECTION 19

During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII (or an equivalent rating by any nationally recognized insurance rating agency), with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the

following minimum policy limits: $2,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $2,000,000 aggregate for products-completed operations; and $4,000,000 general aggregate. In addition, the insurance shall:

(a) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional insureds and provide that such coverage shall be primary and noncontributory to other policies held by these parties.

(2) Business auto coverage insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $1,000,000 combined single limit each accident for bodily injury and property damage.

(3) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY.

SECTION 20

This Ordinance shall take effect and be in force thirty (30) days following its adoption ("Effective Date") and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa.

SECTION 21

If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 22

Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

Saloon Energy Storage, LLC
c/o Alpha Omega Power
700 Louisiana St, Suite 4200
Houston, Texas 77002

SECTION 23

GRANTEE is authorized to record a copy of this Ordinance in the real property records of Colusa County.

SECTION 24

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 18th day of November, 2025 and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the __ day of _____, 20__, ty the following roll call vote:

AYES:

NOES:

ABSENT:

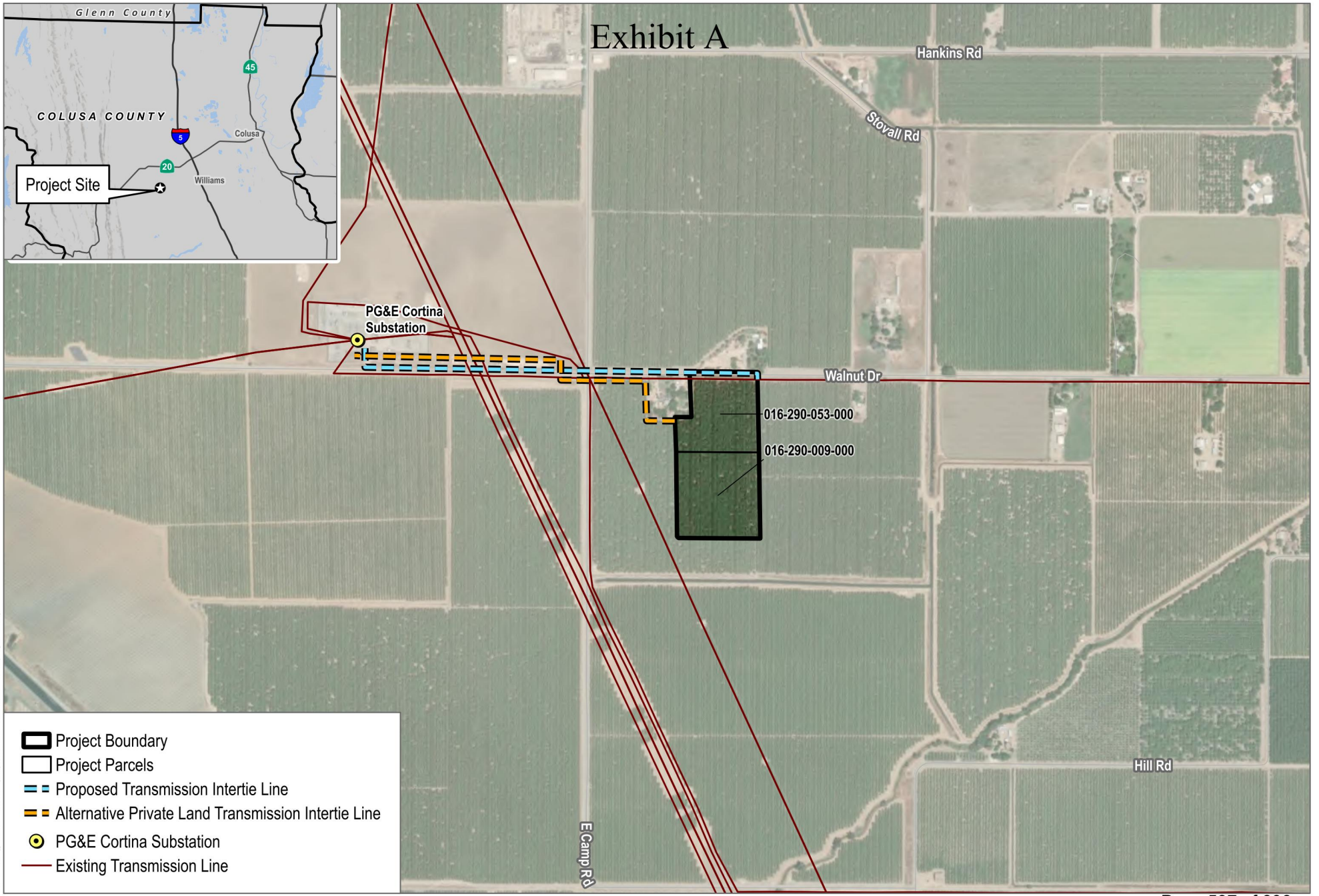
_____
_____, Chair
Board of Supervisors

ATTEST:
Marcos Kropf,
Clerk to the Board of Supervisors

By:_____,
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

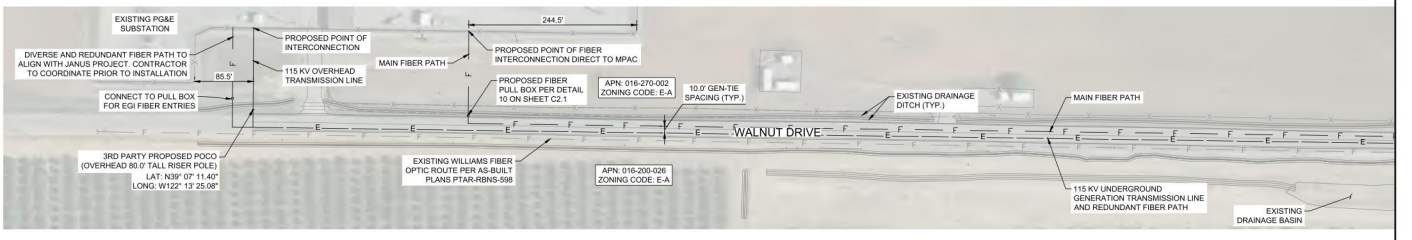
_____
Richard Stout, County Counsel

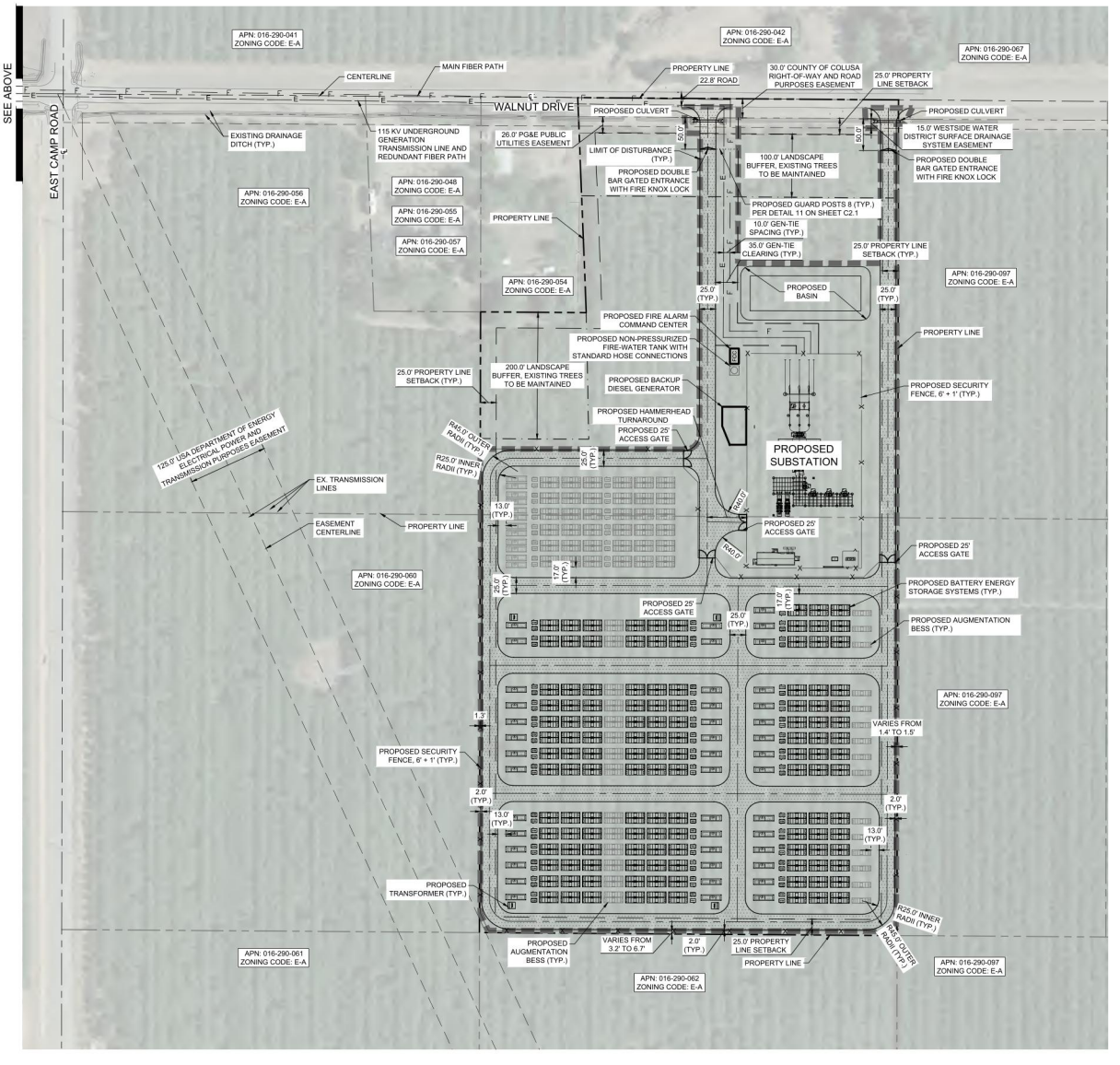


SOURCE: Maxar 2021; Open Street Map 2023; Platts 2023

Project Vicinity

Exhibit A





SOURCE: Kimley Horn 2025

Site Plan

Path: Z:\Projects\150040001\560405 - Rory Shaw Upper Storm Drain System\MAP\DOC\PD

Colusa County

Agenda Request Form

Item ID#: 2025-96 **Agenda Date:** 11/18/2025 **Item 2**

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD

Sitting as the Colusa County Flood Control and Water Conservation District Board
Public Hearing and adoption of a proposed Resolution detaching Kletsel Dehe Wintun Nation land from Zone of Benefit Number 3.

Detailed Description/Background of Request
On October 21, 2025 the Board adopted Resolution 25-056, a Resolution of intention to detach the Kletsel Dehe Wintun Nation lands from the Zone of Benefit No. 3. This action was taken at the request of the Kletsel Dehe Wintun Nation. The Tribe submitted a formal letter to the Sites Project Authority on April 24, 2025, requesting removal of all Kletsel Dehe lands and interests from the Zone 3 mapping area. Following this communication, the Zone 3 Council sent a subsequent letter to the Colusa County Flood Control and Water Conservation District Board on September 3, 2025, formally requesting that the Board take action to amend the Zone 3 boundary map to exclude the Kletsel Dehe Wintun Nation.

The hearing today is to allow the public opportunity to provide input as to whether the land should or should not be detached from Zone of Benefit No. 3. Formal protest must be made in writing and submitted at today's hearing. Protest forms will be available at the hearing.

For the purpose of determining the existence of a majority protest at the hearing, a "majority in number of the eligible voters" shall mean (1) a majority of the voters residing within the affected area who are qualified to vote at county elections as of the date of the hearing on the proposal and (2) persons owning a majority of the assessed value of land within the area affected by the proposal."

Should protests signed by a majority of the eligible voters within the Benefit of Zone No. 3 be filed with the Board today, the Board cannot adopt the Resolution and further proceedings relating to the detachment of land shall be suspended for not less than six months following the date of the conclusion of the hearing.

Fiscal Impact/Funding Source
Publication costs of the Resolution

Action for the Clerk
October 21, 2025 - The Board of Supervisors sitting as the Colusa County Flood Control and Water Conservation District Board adopted Resolution No. 25-056, Intention to

detach land from Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District and set the date of the Public Hearing for November 18, 2025 at 9:30 a.m..

Prior Board Action
Number resolution.

Attachments:
1. 11-18-25 Resolution_Detach Land from Zone 3
2. Attachment A_Updated Zone of Benefit No. 3 Map
3. Proof of Publication
4. 25-056 Intention of the Colusa County Flood Control and Water Conservation District to Detach land from Zone of Benefit 3

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO DETACH LAND FROM ZONE OF BENEFIT NUMBER 3

WHEREAS, the Board of Directors of the Colusa County Flood Control and Water Conservation District ("District") adopted Resolution 25-056, a Resolution of Intention to detach Kletsel Dehe Wintun Nation lands from Zone of Benefit No. 3 on October 21, 2025 and

WHEREAS, notice of the hearing has been given pursuant to Section 6066 of the Government Code; and

WHEREAS, on November 18, 2025, the District held the necessary public hearing and provided an opportunity for eligible voters to file protests against detaching land from Zone of Benefit No. 3; and

WHEREAS, there were no written protests signed by a majority in number of the eligible voters within the proposed zone of benefit filed with the District; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Colusa County Flood Control and Water Conservation District hereby detaches the Kletsel Dehe Wintun Nation lands from the Zone of Benefit Number 3 of the Colusa County Flood Control and Water Conservation District with the new boundaries defined in the map attached hereto as Attachment "A."

RESOLUTION PASSED AND ADOPTED this 18th day of November, 2025 by the following vote:

AYES:
NOES:
ABSENT:

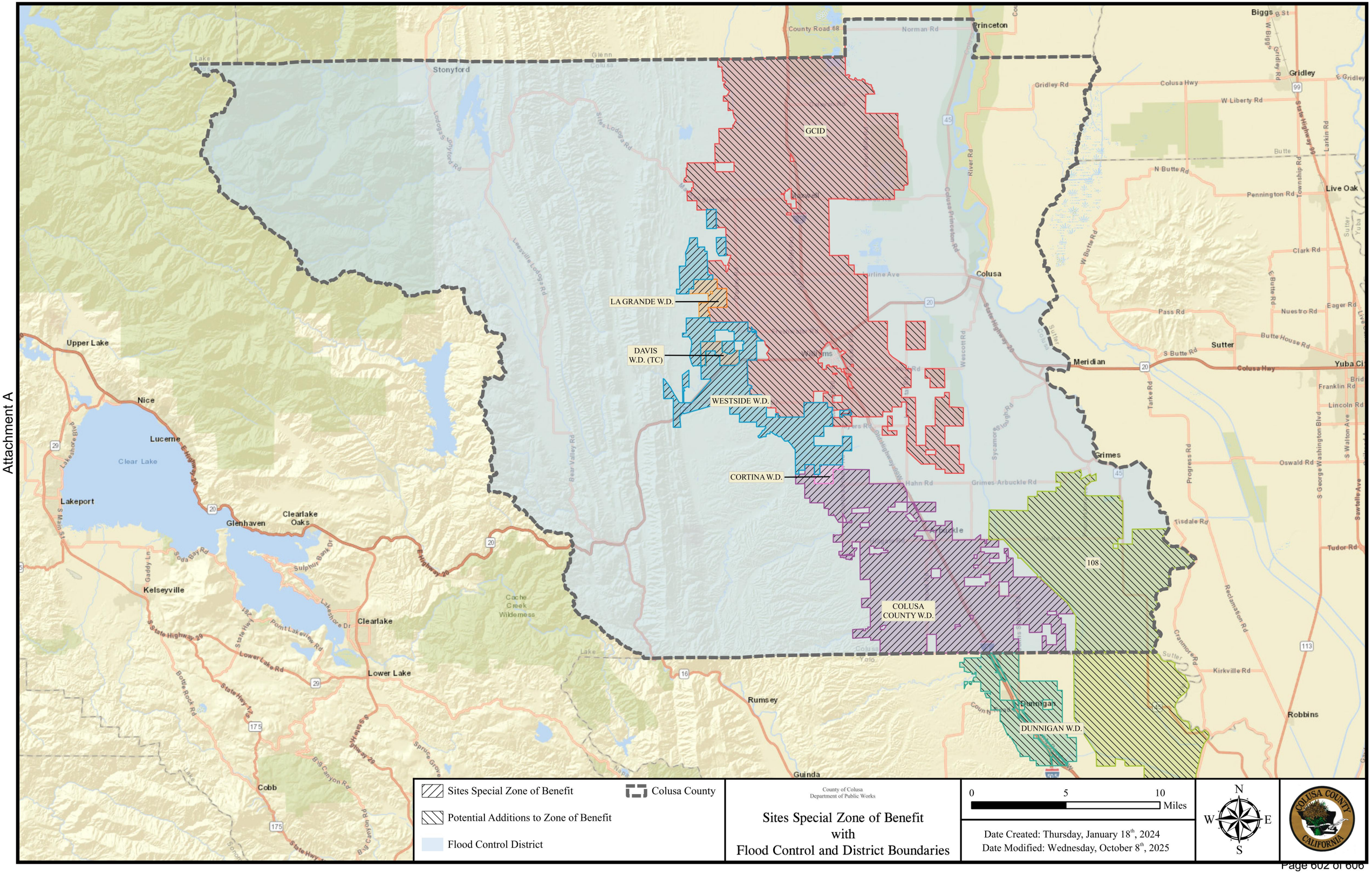
_____
Daurice K. Smith, Chairperson
Colusa County Board of Directors,
Colusa County Flood Control and
Water Conservation District

ATTEST: Marcos Kropf, Interim
Clerk to the Board of Directors
Colusa County Flood Control and
Water Conservation District

_____
Deputy Board Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel


GCID
LA GRANDE W.D.
DAVIS
W.D. (TC)
WESTSIDE W.D.
CORTINA W.D.
COLUSA
COUNTY W.D.
DUNNIGAN W.D.
108
Princeton
Stonyford
Colusa
Williams
Maxwell
Arbuckle
Grimes
Dunnigan
Meridian
Sutter
Live Oak
Gridley
Biggs
Upper Lake
Nice
Lucerne
Clear Lake
Lakeport
Glenhaven
Clearlake Oaks
Kelseyville
Clearlake
Lower Lake
Cobb
Rumsey
Guinda
Robbins
Cache Creek Wilderness
Sites Lodoga Rd
Leesville Lodoga Rd
Norman Rd
River Rd
Colusa Princeton Rd
Wescott Rd
Bear Valley Rd
Hahn Rd
Grimes-Arbuckle Rd
Gridley Rd
Colusa Hwy
W Liberty Rd
Pennington Rd
N Butte Rd
Clark Rd
Pass Rd
Nuestro Rd
Eager Rd
Butte House Rd
S Butte Rd
Tisdale Rd
Oswald Rd
Tudor Rd
Kirkville Rd
Progress Rd
Reclamation Rd
Cranmore Rd
Larkin Rd
Township Rd
Tarke Rd
Franklin Rd
Lincoln Rd
Sawtelle Ave
Lakeshore Blvd
Soda Bay Rd
Gaddy Ln
Sulphur Bank Dr
Lakeshore Dr
Point Lakeview Rd
Lower Lake Rd
Bottle Rock Rd
Spruce Grove Rd
Bik Canyon Rd
Sites Lodoga Rd
Lodoga Stonyford Rd
Sycamore Slough Rd
Sutter Colusa Hwy
Colusa Yolo
Sutter Yuba
Butte
Glenn
Lake
Yolo
Sutter
Yuba
Colusa
Sites Special Zone of Benefit
Potential Additions to Zone of Benefit
Flood Control District
Colusa County
County of Colusa
Department of Public Works
Sites Special Zone of Benefit
with
Flood Control and District Boundaries
0
5
10
Miles
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W
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S
Date Created: Thursday, January 18th, 2024
Date Modified: Wednesday, October 8th, 2025
COLUSA COUNTY CALIFORNIA

RESOLUTION NO. 25-056

A RESOLUTION OF INTENTION OF THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO DETACH LAND FROM ZONE OF BENEFIT NUMBER 3

WHEREAS, on February 27, 2024, the Board of Directors of the Colusa County Flood Control and Water Conservation District ("District") adopted Resolution No. 24-07, forming Zone of Benefit No. 3 of the District;

WHEREAS, on April 24, 2025, the Kletsel Dehe Wintun Nation submitted a written request to the Sites Project Authority seeking removal of its lands and interests from the Zone 3 mapped area;

WHEREAS, on September 3, 2025, the Zone of Benefit No. 3 Council formally requested that the District initiate proceedings to detach the Kletsel Dehe Wintun Nation lands from Zone of Benefit No. 3;

WHEREAS, pursuant to the authority contained in the California Water Code Appendix, Chapter 123-601 et seq., the Board of Directors of the District may alter the boundaries of a Zone of Benefit following notice and hearing as required by law; and

WHEREAS, it is the intent of the District to detach land from Zone of Benefit Number 3 and approve the revised jurisdictional boundaries of which are defined in the map attached hereto as Attachment "A."

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Colusa County Flood Control and Water Conservation District that on November 18, 2025, at the hour of9:30 a.m., in the Board of Supervisors Chambers of the Colusa County Courthouse, 547 Market Street, Colusa, California, a public hearing shall be held to consider the proposed detachment of the lands of the Kletsel Dehe Wintun Nation from Zone of Benefit No. 3. Any formal protest must be made in writing and submitted at the hearing. Protest forms will be made available at the hearing.

BE IT FURTHER RESOLVED, that a copy of this Resolution ofIntention to Detach Land from Zone of Benefit No. 3 shall be published in the Pioneer Review, a newspaper of general circulation, pursuant to Government Code Section 6066, with the first publication to be at least 14 days prior to the date fixed for the public hearing.

PASSED AND ADOPTED this 21st day of October, 2025, by the following vote:

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

NOES: None.

ABSENT: None.

/s/ Daurice K. Smith, Chair Colusa County
Board of Supervisors

ATTEST: Marcos Kropf, Interim Clerk to the
Board of Supervisors
/s/ Patricia Rodriguez, Deputy Clerk

APPROVED TO FORM:
/s/ Richard Stout, County Counsel

10/31/2025, 11/07/2025 · CCPR

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SIGNATURES ON NEXT PAGE

PASSED AND ADOPTED this 21st day of October, 2025, by the following vote:

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

NOES: None.

ABSENT: None.

Daurice K. Smith, Chair
Colusa County Board of Directors,
Colusa County Flood Control and
Water Conservation District

ATTEST: Marcos Kropf, Interim Clerk
to the Board of Directors Colusa County
Flood Control and Water Conservation District

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment A

