

Board of Supervisors

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



County of Colusa

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

Agenda

November 12, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Items No.'s 1 through 18.

1. BOARD OF SUPERVISORS
Approve the October 29, 2024 Regular Meeting Minutes.
2. APPOINTMENT/WILLIAMS CEMETERY DISTRICT
Reappoint Jane Christy (Dist. 3) to the Williams Cemetery District term effective November 24, 2024 through November 23, 2028. **(Application received: Jane Christy)**

3. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT
Reappoint Chris Torres to the Princeton Fire Protection District, effective December 1, 2024 through November 30, 2028. **(Application received: Chris Torres)**
4. APPOINTMENTS/RESOURCE CONSERVATION DISTRICT
Reappoint Elizabeth Nall, Walt Seaver and Alex Struckmeyer as members to the Resource Conservation District, effective November 28, 2024 to November 27, 2028. **(Applications Received: Elizabeth Nall, Walt Seaver and Alex Struckmeyer)**
5. SHERIFF
Ratify Project Agreement (No. G24-03-05-L01/Contract No. C32-36-085), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2024.
6. SHERIFF
Approve grant agreement (Equipment Grant # C24L0602) between the Colusa County Sheriff's Office and the **State of California, Department of Parks and Recreation Division of Boating and Waterways**, for the purchase of dive gear.
7. TREASURER
Accept October 2024 Treasury Monthly Investment Report as presented.
8. AG COMMISSIONER
Approve Cooperative agreement (No. 24-0388-002-SF) with the **California Department of Food and Agriculture** for regulatory enforcement services in support of Phytophthora Ramorum (Sudden Oak Death) regulations, effective July 1, 2024.
9. PURCHASING AND PROCUREMENT/CLERK-RECORDER
Approve contract with **Everon, LLC** for procurement and installation of an upgraded alarm system within the Clerk-Recorder's Office and an upgraded camera system within the Historic Courthouse.
10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Psynergy Programs, Inc.** for residential care facility and specialty mental health services, effective September 1, 2024.
11. PURCHASING AND PROCUREMENT/COUNTY COUNSEL
Ratify contract with **O'Neil Law Firm, Inc.** for minor's counsel representation.
12. PURCHASING AND PROCUREMENT/MAINTENANCE
Approve contract with **Swierstok Enterprise Inc., dba Pro Builders** for the replacement of one window on the second floor of the Historic Courthouse located at 546 Market St., Colusa.
13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Precision West Telecommunications, dba Precision West Technologies** for procurement and installation of door access controls located at 162 E. Carson St, Colusa.

14. PURCHASING AND PROCUREMENT/MIGRANT HOUSING
Approve contract with **All About Construction and Electrical, LLC** for barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theater Rd., Williams, Ca.
15. PURCHASING AND PROCUREMENT/CAO - BUILDING AND GROUNDS
Approve Open-End (Equity) Lease Rate Quote number Q8400356 with **Enterprise Fleet Management** for one vehicle for the Building and Grounds Maintenance Department and authorize the Purchasing Agent to sign.
16. PURCHASING AND PROCUREMENT/ENVIRONMENTAL HEALTH
Ratify purchase order 71910212024 in the amount of \$44,474.33 for the purchase of one 2025 Ford Explorer for the Environmental Health Department as an approved fixed asset purchase in the FY 24-25 budget.
17. HEALTH AND HUMAN SERVICES
Approve Lease Agreement with the **Department of Housing & Community Development Office of Migrant Services ("OMS")** for Winter Emergency Shelter Program at the Williams Migrant Center, and authorize the CAO to sign.
18. ADMINISTRATION
Adopt a proclamation recognizing November 18, 2024 through November 22, 2024 as California Clerk of the Board of Supervisors week.

END OF CONSENT AGENDA

III. COLUSA COUNTY OFFICE OF EDUCATION

1. Annual update regarding Williams Settlement Site Visits.

IV. HUMAN RESOURCES

1. Approve salary range adjustments for Public Works Road Maintenance classifications of Public Works Laborer, Road Maintenance Worker Trainee, Road Maintenance Workers I-II-III-IV, Road Maintenance Lead Worker, Public Works Supervisor, Traffic Control Technician I-II, Heavy Equipment Mechanic, Equipment Maintenance Supervisor, and Public Works Superintendent, effective November 1, 2024.
2. Modify all sworn peace officers including Supervising Probation Officer, Deputy Probation Officer I/II as well as DSA recognized safety positions including Chief Probation Officer, Assistant Chief Probation Officer and Probation Assistant to work 40 hours a week rather than the current 37.5 hours a week, effective December 1, 2024.
3. Adopt Revised Job Class Table to Reflect Cost-of-Living Adjustments, effective October 1, 2024; further approve Job Class Table to Reflect Salary Range Adjustments for Road Maintenance Division Classifications, effective November 1, 2024; and further approve Job Class Table to Reflect Salary Range Adjustments for All Sworn Peace Officers and DSA-Recognized Safety Positions in the Probation Department Following the Change in Work Week Hours from 37.5 to 40, effective December 1, 2024.

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

V. PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK ENTERPRISE

1. Second reading, by title only, and adoption of an ordinance of the Colusa County Board Of Supervisors, State Of California, amending Sections 46-04, and 46-08 of Chapter 46 of the Colusa County Code prescribing the rules, regulations and fees for the East Park Reservoir.

VI. COUNTY ADMINISTRATIVE OFFICER

1. Adopt a Resolution Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act (A portion of Assessor's Parcel Number 018-250-011, also known as Sand Creek Pit, Arbuckle, California.)

VII. BOARD OF SUPERVISORS

1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution Approving and Authorizing the Application to Administer The Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program.
2. Designation of 2025 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.
3. Designation of 2025 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors.
4. Designation of 2025 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.
5. Designation of 2025 Delegate and Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
6. Approve Comment Letters to USDI-Bureau of Indian Affairs for Non-Gaming Land Acquisition Application Case No. 50799 and No. 53870 filed by the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria
7. Approve a letter in support of Nevada County's application for Launch Ready Funding for a Psychiatric Health Facility (PHF) and a Mental Health Rehabilitation Center (MHRC).
8. Cast ballot (Group 1 Counties) for County Medical Services Program (CMSP) Governing Board member.
9. Modify 2024 Board of Supervisors Meeting Calendar Changing Meeting from December 10, 2024 to December 17, 2024.
10. Approve the 2025 Board of Supervisors Meeting Calendar.

11. Interviews and possible appointment for the upcoming vacancy in the position of Treasurer/Tax Collector/Public Administrator. **(Application received: Cindy Dillard)**

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Wild Goose Storage, LLC. Vs. Colusa County. Colusa County Superior Court Case Number CV24718.
2. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9 (d)(4): One matter.

9:30 a.m.

PUBLIC HEARINGS

COMMUNITY DEVELOPMENT DEPARTMENT

1. Public Hearing, introduction by title only, and adoption of an Ordinance approving a CEQA Exemption and Zoning Code Text Amendment to revise the setbacks for Telecommunication Facilities in Industrial Zoning Classifications.
2. Public Hearing, introduction by title only, and adoption of an Ordinance approving a CEQA Exemption and Zoning Code Text Amendment to amend the Residential District's Use Table for Religious Facilities and Institutions uses and to amend said definition to correct a spelling error and to expand the definition to allow ancillary uses.
3. **SITTING AS THE AIR POLLUTION CONTROL DISTRICT BOARD**
Public Hearing and Presentation of the 2024 AB 2588 Air Toxics "Hot Spots" Program Report.

ADJOURN

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

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

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

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

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



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the October 29, 2024 Regular Meeting Minutes.

Approve the October 29, 2024 Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting October 29, 2024, the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

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

ATTACHMENTS:

- 10-29-24 Minutes (PDF)

Board of Supervisors

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

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**COLUSA COUNTY
 BOARD OF SUPERVISORS
 Minutes**

October 29, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 29th day of October 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Hessong addresses the Board regarding elections fraud and the credibility of voting machines.

REPORT OUT OF OCTOBER 15, 2024 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): one matter. Counsel states direction given to staff with no reportable action.
2. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: Community Development Director. Counsel states direction given to staff with no reportable action.
3. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO. Counsel states direction given to staff with no reportable action.

I. STAFF REPORTS

Ms. Allen informs the Board of the upcoming Colusa County Agriculture Department's Annual Grower's Meeting which will take place on December 4, 2024 from 8 a.m. to 12 p.m. at the Colusa County Fairgrounds Festival Hall. She further states for this year's meeting they will be partnering with the Farm Bureau. She mentions the Colusa County Agriculture Department's annual newsletter and states newsletters will now be coming out in the fall and spring. She states Pesticide Permit issuance will begin on November 5, 2024. She further states rice crop burning has been going well this year

and no smoke impacts. She states the walnut buying period will begin on November 1, 2024. **(handouts on file in the Clerk's Office)**

Ms. Edwards addresses the Board regarding elections stating there is a high turnout. She states the Public Works Department will be providing free rides via the Transit for voters going to either the voting centers at the Historic Courthouse in Colusa and Education Village in Williams, or the ballot drop box in Colusa on Election Day.

Ms. Tyler reminds everyone if they have handouts for Public Comment or Staff Reports to ensure they bring enough for the Board, County Counsel, the Clerk and the members of the public.

CONSENT AGENDA

Approve Consent Item No.'s 1 through 13.

1. **TREASURER**

Accept September 2024 Treasury Monthly Investment Report as presented.

2. **CLERK RECORDER/ELECTIONS**

Adopt **Resolution No. 24-041** authorizing the County Elections Department Application Process Granting Public Safety Officer confidential voting registration.

3. **COMMUNITY DEVELOPMENT DEPARTMENT**

Approve Contract No. **C24-191** 1st modification with **Luhdorff & Scalmanini, Consulting Engineers** for drought resilience and planning grant consultant services, effective October 29, 2024.

4. **PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH**

Approve general participation Contract No. **C24-192** with **SacValley MedShare** for participation in an electronic health information exchange.

5. **PURCHASING AND PROCUREMENT/DHHS**

Ratify Contract No. **C24-193** 1st modification with **G&S Carpet Mills** for flooring procurement and installation, effective September 24, 2024.

6. **AG COMMISSIONER**

Approve Contract No. **C24-194** Agreement (No. 23-0729-004-SF) with **California Department of Food and Agriculture (CDFA)**, for the European Grapevine Moth (EGVM) Program, effective July 1, 2024.

7. **PUBLIC WORKS/ROAD DEPARTMENT**

Authorize the Director of Public Works to issue encroachment permit to Miguel Crawford, Event Coordinator for Hopper Adventures, LLC for the closure of a section of Sutton Road for the Huffmaster Hopper Bicycle Race on February 22, 2025 from 9:00 a.m. to 5:00 p.m. contingent upon receipt of current insurance coverage for said event.

8. **PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE**

Ratify purchase order 10109272024 in the amount of \$54,030.57 for the purchase of one 2025 GMC Sierra for the Sheriff's Department as an approved fixed asset purchase with the FY 24-25 recommended budget.

9. HEALTH AND HUMAN SERVICES

Approve Contract No. **C24-195** between the Colusa County Department of Health and Human Services (DHHS) and **Glenn County Community Action Department** to compensate the County of Glenn for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

10. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C24-196** with **Shannon Enterprises, Inc.** for interior painting at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

11. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C24-197** with **Carpets Galore, Inc.** for procurement and installation of new flooring at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

12. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Approve Contract No. **C24-198** 1st modification with **ADKO Engineering** for County Surveyor services, effective November 1, 2024.

13. COUNTY ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

Ratify Contract No. **C24-199** Fee Agreement and Engagement Letter and Advance Conflict Waiver with **Best Best & Krieger** for special counsel services related to the potential sale of Colusa Medical Center.

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

III. HUMAN RESOURCES

1. Rescind Policy 314 for Department Heads in County Travel Stipend in lieu of the Board approved Resolution 24-001, which established salaries and benefits via an MOU for Appointed Department Heads and Resolution 24-011, which established salaries and benefits for Elected Department Head; both of which include travel stipends.

Comments received by Ms. Rhodes.

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

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve Contract No. **C24-200** the **Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank** Credit Reservation and Discount Agreement.

Comments received by Mr. Plucker.

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

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claim as follows:

<u>Invoice#</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
9022047468	Health & Human Service	Williams Scotsman Inc.	\$6,497.48

Comments received by Ms. Tyler.

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

2. Approve FY 24/25 Revenue and Appropriations Inter-Budget adjustment IB-007. **(4/5 vote required)**

Comments received by Ms. Moore.

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

VI. BOARD OF SUPERVISORS

1. Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes as corrected.

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

Chair Evans declares a recess at 9:26 a.m. and states they are now sitting as the In-Home Supportive Services Public Authority Board with all Directors present.

HEALTH AND HUMAN SERVICES

2. Sitting As In-Home Supportive Services Public Authority Board

Approve the Public Authority rate change due to increase in the minimum wage for IHSS service providers effective January 1, 2025 as follows: \$16.50 per hour minimum wage, \$0.50 per hour wage supplement, \$0.88 per hour for payroll taxes, and \$0.53 for the Administrative portion of the rate for a total Public Authority rate of \$18.41 per hour.

Comments received by Ms. Tyler and Ms. Kelly.

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

Chair Evans adjourns as the In-Home Supportive Services Public Authority Board at 9:35 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings and functions attended:

- Colusa City Council Meeting
- NSV IRWM Meeting
- Family Health Fair at Colusa Medical Center
- Judge Brendan Farrell swearing in ceremony
- Colusa Fair Board Meeting
- NCWA celebration at Matchbook Winery
- NACo High Performance Leadership Academy
- Tribal Safer Streets for All Meeting
- River cleanup
- Colusa Groundwater Authority Board of Directors Meeting
- Assigned to Well Mitigation Ad-Hoc Committee
- Maxwell Zombie Run, Pancake Feed and Vendor Fair
- Celebration of Life for former Colusa County Dispatcher
- Spoke with environmental mitigation consultants
- Safer Streets for all at City of Colusa
- Firesafe Council Meeting
- Met with Tribal Economic Development Director
- Wadham Energy/Enpower Corporation Celebration and Tour for National Biopower Day
- Chamber of Commerce's Trunk or Treat
- Colusa Duck Unlimited Dinner
- Arbuckle Car Show
- Highway Traffic Safety Course - adopted a Highway
- Notified community of rattlesnake incidents
- Colusa County Gun Owner's Club Meeting
- Correspondence with constituents

Supervisor Corona

Meetings and functions attended:

- First Responders' Night
- Tri-Counties Juvenile Hall Community Meeting
- Building Blocks County Benefit Meeting
- Worked chaingang for Pierce High School football game
- "Walk for Your Angel" memorial event
- LAFCo Conference
- Worked Knights of Columbus breakfast booth at Arbuckle Car Show
- Correspondence with constituents

Supervisor Smith

Meetings and functions attended:

Wadham Energy/Enpower Corporation Celebration and Tour for National
Biopower Day
Budget Ad-Hoc meeting
RCRC update
Zoom meeting with Ms. Tyler and Ms. Rhodes
Chamber of Commerce's Trunk or Treat
Old Tyme Christmas Planning Meeting
Blood Donation
Correspondence with constituents

Supervisor Boes

Meetings and functions attended:

Fleet Services Meeting
Puptoberfest
Chamber of Commerce's Trunk or Treat
Arbuckle Car Show
CSAC Challenge Award Judging

Supervisor Evans

Meetings and functions attended:

Wadham Energy/Enpower Corporation Celebration and Tour for National
Biopower Day
Sites meetings

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states general fund departments have until November 1, 2024 to disperse their enforced budget reduction. She states last week she reached out to departments who have not yet done so were reminded of the deadline last week.

Chair Evans declares a recess at 9:46 a.m. to reconvene at 9:59 a.m. with all Supervisors present.

IX. BOARD OF SUPERVISORS/INTERVIEWS

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

Chair Evans declares a recess at 10:14 a.m. to reconvene at 10:30 a.m. with all Supervisors present.

COUNTY ADMINISTRATIVE OFFICE

1. Interviews held for the vacant position of District Attorney (**Applications received: Matt Beauchamp and Jessica Miller**). Appoint Matt Beauchamp as District Attorney, effective immediately, for the remainder of the unexpired term.

Comments received by Ms. Tyler, Ms. Miller, Mr. Beauchamp and Ms. Lauwerijssen.

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

Chair Evans declares a recess at 11:39 a.m. to reconvene at 12:30 p.m.

2. Interviews and possible appointment for the upcoming vacancy in the position of Treasurer/Tax Collector/Public Administrator. **(Application received: Cindy Dillard)**

Comments received by Ms. Tyler and Ms. Dillard.

RESULT:	CONTINUED TO NOVEMBER 12, 2024
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3. Interviews held for the upcoming vacancy in the position of Assessor **(Applications received: Bob Buckner and John Martin)**. Appoint Bob Buckner as Assessor, effective January 1, 2025, for the remainder of the unexpired term.

Comments received by Ms. Tyler, Mr. Martin and Mr. Buckner.

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

Chair Evans adjourned the meeting at 2:27 p.m. to reconvene in Regular Session on November 12, 2024 at the hour of 9:00 a.m.

Gary J. Evans, Chair

Attest:

Wendy G. Tyler, Clerk to the
Board of Supervisors



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Jane Christy (Dist. 3) to the Williams Cemetery District term effective November 24, 2024 through November 23, 2028. (Application received: Jane Christy)

Reappoint Jane Christy (Dist. 3) to the Williams Cemetery District term effective November 24, 2024 through November 23, 2028. **(Application received: Jane Christy)**

Detailed Description/Background of request

The Clerk's office received an application from Ms. Jane Christy. If appointed, Ms. Christy would serve a term effective November 24, 2024 through November 23, 2028.

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

Prior Board Action

First appointed on February 7, 2024.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath to Jane Christy, PO Box 773, Williams, CA 95987 and send letter to the Williams Cemetery District, Attn: Cynthia Hackett, PO Box 843, Williams, CA 95987.

ATTACHMENTS:

- Application from Jane Christy (PDF)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED

OCT 15 2024

**COUNTY OF COLUSA
BOARD OF SUPERVISORS**

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Williams Cemetery District

NAME OF APPLICANT:

Jane Christy

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

P.O. Box 773 930 9th St.

CITY:

Williams

PHONE:

530 519-6539

E-MAIL:

jchristy55@gmail.com

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

1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐

Notes:

Kert Boes

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

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application from Jane Christy (10167 : Reappoint to the Williams Cemetery District)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Chris Torres to the Princeton Fire Protection District, effective December 1, 2024 through November 30, 2028.
(Application received: Chris Torres)

Reappoint Chris Torres to the Princeton Fire Protection District, effective December 1, 2024 through November 30, 2028. **(Application received: Chris Torres)**

Detailed Description/Background of request

Mr. Torres's term will expired on November 30, 2024 and he has submitted an application for reappointment to serve a term effective December 1, 2024 through November 30, 2028.

Mr. Torres meets the requirements of the Health and Safety code 13841 requiring members to reside within the District. Additionally this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023.

Prior Board Action

Mr. Torres was last appointed December 115, 2024.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath to Chris Torres, PO Box 349, Princeton, CA 95970 and send copy of letter to district.

ATTACHMENTS:

- Application from Chris Torres (PDF)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

Office Use Only
RECEIVED

OCT 15 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Princeton Fire Protection District

NAME OF APPLICANT:

Chris Torres

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

6995 Paradise Rd (P.O. Box 349)

CITY:

Princeton, CA 95970

PHONE:

530-701-2462

E-MAIL:

daddofrankie@yahoo.com

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Notes:

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

Current member

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application from Chris Torres (10168 : Reappointment to the Princeton Fire Protection District)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Reappoint Elizabeth Nall, Walt Seaver and Alex Struckmeyer as members to the Resource Conservation District, effective November 28, 2024 to November 27, 2028. (Applications Received: Elizabeth Nall, Walt Seaver and Alex Struckmeyer)

Reappoint Elizabeth Nall, Walt Seaver and Alex Struckmeyer as members to the Resource Conservation District, effective November 28, 2024 to November 27, 2028. **(Applications Received: Elizabeth Nall, Walt Seaver and Alex Struckmeyer)**

There are currently 4 vacancies on the Resource Conservation District and the Board Clerk's office has received a total of 3 applications. Each would serve a term effective November 28, 2024 to November 27, 2028.

The Vacancies were published in Pioneer Review, a paper of local circulation, on October 11, 2024, requesting applications be received by Friday, November 1, 2024.

Each of the applicants are landowners in the District and meet qualifications set forth by CA Public Resource Code 9352 that states "Directors shall be registered voters in the state." and "Directors shall (1) reside within the district and either own real property in the district or alternatively have served, pursuant to the district's rules, for two years or more as an associate director providing advisory or other assistance to the Board of Directors, or (2) be a designated agent of a resident landowner within the district."

Prior Board Action

Ms. Nall and Mr. Seaver were last appointed on December 15, 2020 and Ms. Struckmeyer was appointed to serve the remainder of an unexpired term on January 20, 2023.

Fiscal Impact/Funding Source

None.

Action for the Clerk

If appointed, send notification of appointment and Oath of Office to Ms. Nall, Mr. Seaver and Ms. Struckmeyer. In addition, notify the Resource Conservation District of appointment, Liz Harper, District Secretary, 100 Sunrise Blvd, Suite B, Colusa, CA 95932.

ATTACHMENTS:

- Proof of Publication (PDF)
- Application from Elizabeth Nall (PDF)
- Application from Walt Seaver (PDF)
- Application from Alex Struckmeyer (PDF)

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill vacancies on the Colusa County Resource Conservation District.

4 Vacancies – Resource Conservation District

Applicants must be registered voters in the state, shall reside in the District or own real property in the District, or have served, pursuant to the District's rules, for two years or more as an Associate Director providing advisory or other assistance to the Board of Directors, or be a designated agent of a resident landowner within the District.

If you are interested in applying or would like more information about the position please contact:

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

Applications are also available on the Internet
at www.countyofcolusaca.gov
Please submit applications by November 1, 2024 4:00 p.m.

10/11/2024 · CCPR



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

OCT 17 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Colusa County Resource Conservation District

NAME OF APPLICANT:

Elizabeth Nall

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

2516 George Rd P.O. Box 36

CITY:

Williams

PHONE:

530-870-2937

E-MAIL:

bnall79@yahoo.com

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

1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐

Notes:

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

I have been a director for many years. As a retired educator and third generation rice farmer, I feel it is important to keep current on agricultural issues.

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application from Elizabeth Nall (10190 : Reappointments to Resource Conservation District)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

RECEIVED

OCT 15 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

COLUSA COUNTY RESOURCE CONSERVATION DISTRICT

NAME OF APPLICANT:

WALTER SEAYER

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

4168 Hwy 45, P.O. Box 1013 Colusa, CA 95622

CITY:

COLUSA

PHONE:

530-682-3379

E-MAIL:

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

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒

Notes:

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

**I AM CURRENTLY SERVING AS BOARD PRESIDENT OF THE
CONSERVATION DISTRICT AND WOULD LIKE TO CONTINUE TO
SERVE ON THIS BOARD.**

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application from Walt Seaver (10190 : Reappointments to Resource Conservation District)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

NOV 05 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

RESOURCE CONSERVATION DISTRICT

NAME OF APPLICANT:

ALEX STRUCKMEYER

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

1667 SYLMORE BLVD #100 / PO BOX 14

CITY:

ARBURKE

PHONE:

530.701.8151

E-MAIL:

alex@colusaret.com

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

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐

Notes:

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

I AM A LANDOWNER AND EXTREMELY INTERESTED
IN CONSERVING OUR NATURAL RESOURCES.

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE: _____

Attachment: Application from Alex Struckmeyer (10190 : Reappointments to Resource Conservation District)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Sheriff

FROM: Mathew Purcell

SUBJECT: Ratify Project Agreement (No. G24-03-05-L01/Contract No. C32-36-085), with the California Department of Parks and Recreation for on-going OHV Grant-Law Enforcement, effective October 4, 2024.

Ratify Project Agreement (No. G24-03-05-L01/Contract No. C32-36-085), with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2024.

Detailed Description/Background of request

The Office of the Sheriff conducts on-going off highway motor vehicle (OHV) law enforcement activities including but not limited to education, preservation of natural resources, and protection of habitat. OHV patrols are conducted in the western part of Colusa County and encompasses an area of approximately one hundred sixty thousand acres. The grant provides the Sheriff's Office with the ability to effectively continue patrolling this area and providing various services.

The OHV Law Enforcement Grant will provide funds in the amount of \$29,059.00, plus a cost match by the County for a total project cost of \$73,000.00.

Prior Board Action

Previously the Board through Resolution No. 24-12 authorized the Sheriff to apply for the grant funds.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed \$73,000.00; Off Highway Motor Vehicle Law Enforcement Grant Year 2024/2025, Fiscal Year 2024/2025 in the amount of \$29,059.00 with a cost match of \$43,941.00. The matching fund source will be Off-Highway Vehicle License Fee in-lieu fund (Special Revenue Fund-02132) and Rural Law Enforcement (RLE, Fund- 453402).

Action for the Clerk

Forward certified copy to Sergeant Purcell

Action Item (ID # 10141)

Meeting of November 12, 2024

ATTACHMENTS:

- Resolution 24-12 (PDF)
- G24-03-05-L01_Project Agreement (PDF)

RESOLUTION NO. 24- 12

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

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

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

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

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

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

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

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

//
//

Page 1 of 2

PASSED AND ADOPTED this 9th day of April, 2024 by the following vote:

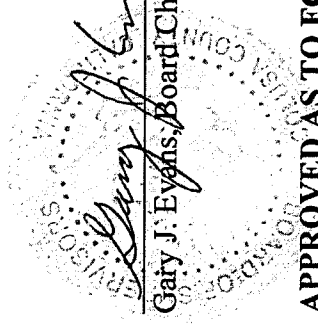
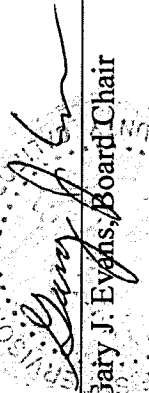
AYES:

NOES:

ABSENT:

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

By 
Tiffany Jorgensen, Deputy

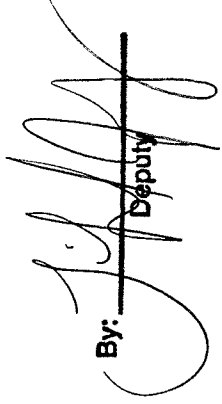


Gary J. Evans, Board Chair

APPROVED AS TO FORM:


Richard Stout, County Counsel

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

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

By: 
Deputy

Page 2 of 2

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

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G24-03-05-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Colusa County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/04/2024 THROUGH 10/03/2025

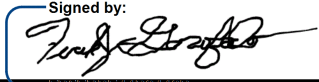
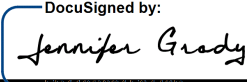
MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$29,059.00 (Twenty Nine Thousand Fifty Nine and 00/100)

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

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

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

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE: Signed by: 	AUTHORIZED SIGNATURE: DocuSigned by: 
AUTHORIZED NAME: Joe Garofalo	AUTHORIZED NAME: Jennifer Grady
TITLE: Sheriff	TITLE: Grants Manager
DATE: 10/11/2024	DATE: 10/11/2024

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C32-36-082		SUPPLIER ID NUMBER: 0000002869		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 29,059.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE 2024	FISCAL YEAR: 2024/2025

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

SIGNATURE OF DPR ACCOUNTING OFFICER: DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

APPLICANT NAME :	Colusa County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G24-03-05-L01
PROJECT TYPE :	☒ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of the Colusa County Sheriff's Office. These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Staff-Law Enforcement Officers - Sergeants Notes : Staff overtime requested at 100% matching funds to fund law enforcement officer overtime shifts. *** There was an increase in hourly rates: A 7.5% equity increase this past year. Some	100.0000	100.000	HRS	10,000.00	0.00	10,000.00

Attachment: G24-03-05-L01_Project Agreement (10141 : Ratify -Approve 2024/2025 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	sergeants received a 2.5% county x-step increase and a majority of our shifts that occur on busy holiday weekends which increases our rates due to holiday pay. This is an average of our sergeants' salaries during overtime including holiday weekends. Example of Sergeant OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. Search and rescue lost riders in cold and warm weather conditions.						
	2. Staff-Law Enforcement Officers - Deputies Notes : Staff overtime requested at 100%	100.0000	85.000	HRS	8,500.00	0.00	8,500.00

Attachment: G24-03-05-L01_Project Agreement (10141 : Ratify -Approve 2024/2025 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	matching funds to fund law enforcement officer overtime shifts. *** There was an increase in hourly rates: Deputies received a 12.5% equity increase; a 2.5% cost of living increase; and some received a 2.5% county x-step increase. A majority of our shifts occur on busy holiday weekends which increases our rates due to holiday pay. This is an average overtime salary for our deputies on the OVH Team including holiday weekends. Example of Deputy OHV patrol duties: Patrol the project area, issue warnings, issue citations for OHV related infractions, make contacts, search and rescue for injured or lost riders, provide maps, OHV education, keep riders off closed trails and roads, first aid to injured riders. Search and rescue lost						

Attachment: G24-03-05-L01_Project Agreement (10141 : Ratify -Approve 2024/2025 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	riders in cold and warm weather conditions						
Total for Staff					18,500.00	0.00	18,500.00
2	Contracts						
3	Materials / Supplies						
4	Equipment Use Expenses						
5	Equipment Purchases						
	1. Equipment Purchases-All weather side by side with tracks Notes : 2024 Polaris Xpedition ADV 5 Northstar edition. This is a fully enclosed side by side with a heater / defroster equipped for use during the winter and summer months. This side by side comes equipped with tires and track attachments. It can drive on any terrain, including ice, deep snow, mud and deep water. This side by side will be purchased with 53% grant funds and 47 % matching funds and will be used 100 percent of the time for OHV patrol functions such as OHV patrol, lost, stuck or	1.0000	54500.000	EA	54,500.00	29,059.00	25,441.00

Attachment: G24-03-05-L01_Project Agreement (10141 : Ratify -Approve 2024/2025 OHV Grant/Law Enforcement-Project Agreement)

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Colusa County Sheriff's Office
Application: Law Enforcement

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	injured riders. We plan on using this side by side for OHV patrol during the summer months and then attaching the track system during the winter months so we can patrol in higher elevation and have it prepared for any OHV related rescues / callouts.						
6	Others						
Total Program Expenses					73,000.00	29,059.00	43,941.00
TOTAL DIRECT EXPENSES					73,000.00	29,059.00	43,941.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					73,000.00	29,059.00	43,941.00
TOTAL PROJECT AWARD					29,059.00		

Attachment: G24-03-05-L01_Project Agreement (10141 : Ratify -Approve 2024/2025 OHV Grant/Law Enforcement-Project Agreement)

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

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

B. Project Execution

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

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.
2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

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

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

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

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

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

C. Project Costs

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

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

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

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

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

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

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

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

K. Severability

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

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Sheriff

FROM: Scott Lytal

SUBJECT: Approve grant agreement (Equipment Grant # C24L0602) between the Colusa County Sheriff's Office and the State of California, Department of Parks and Recreation Division of Boating and Waterways, for the purchase of dive gear.

Approve grant agreement (Equipment Grant # C24L0602) between the Colusa County Sheriff's Office and the **State of California, Department of Parks and Recreation Division of Boating and Waterways**, for the purchase of dive gear.

Detailed Description/Background of request

The Colusa County Sheriff's Office was awarded \$32,422.50 by the Department of Boating and Waterways for the purchase of 6 sets of replacement dive gear for the Colusa County Dive Team. The Department of Boating and Waterways will fund 75% of the purchase with the County funding the remaining 25%. The total purchase amount will be \$43,230.00. A set of dive gear consists of Buoyancy compensator, wet suit, regulator system, pony bottle, dive tank, mask, fins, boots, gloves, dry suit, knife, weight belt, weight bags and underwater flashlights.

Prior Board Action

None.

Fiscal Impact/Funding Source

Positive fiscal impact of approximately \$32,422.50. The matching funds will be from SLESF in the amount of \$10,807.50, for a total purchase amount of \$43,230.00.

Action for the Clerk

Coordinate all signatures in blue ink or e-sign. Sign, date and return one original in hard copy and electronically of the following documents: Grant Agreement Packet, Recycling Certification and Contractor Certification Clause. Return one original copy to Deputy Lausten.

Provide / attach a certified copy of the Minute Order to DBW.

ATTACHMENTS:

- 2024-2025 Equipment Grant Agreement (PDF)

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Colusa County Sheriff's Office

GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

GRANT NUMBER: C24L0602

GRANT AMOUNT: \$32,422.50

GRANT AGREEMENT TERM: _____ through September 30, 2032

GRANT PERFORMANCE PERIOD: _____ through September 30, 2025.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The following are attached and made a part of and incorporated into this grant agreement: Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application).

This grant award is funded by the U.S. Coast Guard from the Sport Fish Restoration and Boating Trust Fund CFDA 97.012, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 24 award, 70Z02324MO0002706 to California; \$4,920,223. This is not a research and development grant.

Grantee: Colusa County Sheriff's Office Address: 929 Bridge St., Colusa, CA 95932 Name of Authorized Representative: Gary J. Evans Title of Authorized Representative: Board Chair Authorized Signature: Date: 11/12/24	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
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Attachment: 2024-2025 Equipment Grant Agreement (10144 : Division of Boating and Waterways Equipment Grant)

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Colusa County Sheriff's Office

GRANT TERM END DATE: September 30, 2032

GRANT TITLE: BOATING SAFETY EQUIPMENT AND ENFORCEMENT GRANT PROGRAM

GRANT NUMBER: C24L0602

PURCHASE ORDER NUMBER:

NO C24L0602	AMENDMENT NO	SUPPLIER ID 0000002869			PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$32,422.50	FUND DESCRIPTION Federal Trust Fund #0890			AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 22	STATUTE 24	FISCAL YEAR 2024/25	
BUSINESS UNIT 3790	ACCOUNT 5432000	ALT ACCOUNT	ACTIVITY CODE 68847		

Name of Project Representative:

Phone:

Email:

Attachment: 2024-2025 Equipment Grant Agreement (10144 : Division of Boating and Waterways Equipment Grant)

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
 PO Box 942896 Floor 12
 Sacramento, CA 94296

BOATING SAFETY AND ENFORCEMENT EQUIPMENT (BSEE)**FISCAL YEAR 2024/25****PROJECT REPRESENTATIVES**

State Agency: Division of Boating and Waterways	Grantee (Agency Name): Colusa County Sheriff's Office
Name: Johanna Naughton	Grantee Representative*: Scott Lytal
Title: Program Administrator	Title: Deputy
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 929 Bridge St., Colusa, CA 95932
	Remit to Address:
Phone: (916) 902-8795	Phone: (530) 458-0200
Fax:	Fax:
Email: Johanna.Naughton@parks.ca.gov	Email: slytal@countyofcolusa.com

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

Attachment: 2024-2025 Equipment Grant Agreement (10144 : Division of Boating and Waterways Equipment Grant)

**EXHIBIT A
BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT**

**Colusa County Sheriff's Office
C24L0602**



**State of California
Department of Parks and Recreation
Division of Boating and Waterways**

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EXHIBIT A
GRANT TERMS AND CONDITIONS

1. DEFINITIONS

- A. **"DEPARTMENT"**: The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE"**: The date the GRANT AGREEMENT face page is signed by the DEPARTMENT'.
- C. **"EQUIPMENT"**: Boating-specific equipment or other equipment used to implement or conduct boating safety and boating law enforcement activities.
- D. **"GRANT"**: Funds provided by the DEPARTMENT, from the federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.
- E. **"GRANT AGREEMENT"**: The contract to which these grant terms and conditions are attached.
- F. **"GRANT AGREEMENT TERM"**: The timeframe for which the GRANTEE must comply with the obligations and responsibilities identified in this GRANT AGREEMENT.
- G. **"GRANT PERFORMANCE PERIOD"**: The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment. .
- H. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- I. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- J. **"PATROL BOAT"**: A DEPARTMENT approved, registered vessel purchased for use in boating safety and law enforcement activities.
- K. **"PURCHASE COSTS"**: Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT AGREEMENT, nor any indirect or overhead costs claimed by the GRANTEE.

2. GENERAL

- A. The funding available in this GRANT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.
- B. GRANT AGREEMENT TERM shall begin on the GRANT PERFORMANCE PERIOD start date and shall continue for the following lengths of time after granted items are received by the GRANTEE unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT: fifteen [15] years for PATROL BOATS and all registered vessels and seven (7) years for EQUIPMENT.

- C. No amendment of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT and the GRANTEE.
- D. No variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT.
- E. Oral understandings are not binding on any of the parties.
- F. EQUIPMENT/PATROL BOAT purchase shall be completed prior to the end of the PERFORMANCE PERIOD.
- G. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- H. This GRANT AGREEMENT is not fully executed until signed by the DEPARTMENT. Grantee may not make any purchases until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- I. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of **Disabled Veteran business participation goals as set forth in Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and, Contractor Certification Clauses.**
- J. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- K. Failure by the GRANTEE to comply with the terms of any Department of Parks and Recreation grant agreement may jeopardize the grantee's ability to be awarded funding in future grant opportunities offered by the Department of Parks and Recreation.
- L. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program acknowledge and certify that failure to fully spend subvention funding in the prior fiscal year will negatively impact the DEPARTMENT'S consideration of future grant applications from your agency for up to three (3) years.
- M. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2024 and each and every year by August 31 for the term of this agreement (15 years for registered vessels or 7 years for any equipment valued at \$5,000 or less). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat and a summary of boating accident reports submitted during the reporting year. Failure to submit annual reports by the deadline may jeopardize future funding.
- N. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) check-points and educate boaters on the importance of boating sober. Grantee must identify what event it has participated in in its annual report.
- O. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility. Failure to do so may jeopardize future DBW and Department funding for up to three (3) years.
- P. GRANTEE, representatives, agents or employees shall not act or represent

themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

3. **PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT**

A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:

- Amount requested for reimbursement
- GRANT AGREEMENT number
- Statement of acceptance of the vessel or equipment and certification of meeting DBW's approved specifications
- Certification that you complied with all procurement procedures outlined this agreement;
- Name of payee and address where payment is to be sent
- Location of performance (where the equipment will be used)
- Signature of the person authorized in the resolution or minute order to execute the agreement
- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

B. GRANTEE shall request grant reimbursements no later than 60 days from GRANT PERFORMANCE PERIOD end date by mailing one (1) complete reimbursement request package to:

For FedEx, UPS and other overnight mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
4940 Lang Avenue Dock H
McClellan, CA 95652

For United States Post Office (USPS) mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
P.O. Box 942896, Administration, Floor 12
Sacramento, CA 94296

Or by emailing to the DBW assigned grant manager.

- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. **EQUIPMENT/PATROL BOAT OWNERSHIP**

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

5. **OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT**

- A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the PATROL BOAT/EQUIPMENT for the GRANT AGREEMENT TERM; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT AGREEMENT.
- D. The GRANTEE, at its own expense, shall repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, destroyed or rendered useless prior to the end of the GRANT AGREEMENT TERM.
- E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.
- F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.
- G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.
- H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.
- I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

6. **TERMINATION OF GRANT AGREEMENT**

- A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT

AGREEMENT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.

- C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.
- D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

7. **REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT**

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

- A. The GRANTEE shall deliver, at no cost to the State, the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT AGREEMENT which may be available to the DEPARTMENT.
- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. **LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT 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. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

D. **Insurance Coverage Requirements**

(1) Vessel Insurance: GRANTEE shall maintain the necessary insurance for the full replacement value of vessels and equipment purchased with GRANT including fire, collision or sinking and all costs associated with removal and demolition.

(2) Watercraft Liability: GRANTEE shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out

of the maintenance and use of watercraft.

(3) The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to vessels and equipment purchased with this grant."

9. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

10. REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT AGREEMENT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

11. OPINIONS AND DETERMINATIONS

Where the terms of GRANT AGREEMENT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

12. PROCUREMENT PROCEDURES

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform to applicable Federal law and the standards identified in 2 CFR §200.318.

There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification, AND CONTRACTORS CERTIFICATION CLAUSES.** The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

- B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions, sealed bids, and public openings.

C. EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$10,000 or more. The bids may be obtained over the phone but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

D. DEPARTMENT REVIEW

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or

invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

In accordance with 2 CFR 200.313 e.1 and 2, upon completion of the GRANT AGREEMENT TERM, GRANTEE must continue to use EQUIPMENT/PATROL BOAT as long as needed. If EQUIPMENT/PATROL BOAT is no longer needed, GRANTEE must receive approval from the DEPARTMENT. GRANTEE must deliver EQUIPMENT/PATROL BOAT to the California Department of General Services (DGS), Office of Fleet and Asset Management (OFAM) for sale at auction. DGS must complete an OFAM6 Form. Once DGS has completed the OFAM6, GRANTEE will submit the OFAM6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 form and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the EQUIPMENT/PATROL BOAT, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200 - the most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT". GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> and made a part of this agreement by reference.

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-

7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

A. MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

C. EQUAL OPPORTUNITY CLAUSE

During the performance of this grant, the grantee agrees to sections i-vii below:

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.
- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to

- employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

EXHIBIT B**General Terms and Conditions (GTC 04/2017)****1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. 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 in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//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, Contractor/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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, 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 Contractor/GRANTEE in the performance of this Agreement.

6. DISPUTES:

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors 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 awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor/GRANTEE recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor/GRANTEE, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor/GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor/GRANTEE received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor/GRANTEE; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) Colusa County Sheriff's Office	Federal ID Number 94-6000508
By Authorized Signature:	
Printed Name and Title of Person Signing <u>Gary J. Evans, Board Chair</u>	
Date Executed 11/12/24	Executed in the County of Colusa

GRANTEE CERTIFICATION CLAUSES**1. STATEMENT OF COMPLIANCE:**

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

18.10 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;
 - 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.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the

number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT D**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

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 awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 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. (PCC 10430 (e)).

2. 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 Section 3700).

3. 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.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said

amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

Exhibit E - DARFUR CONTRACTING ACT**SAMPLE FORM**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed) Colusa County Sheriff's Office	Federal ID Number 94-6000508
By (Authorized Signature)	Date
Printed Name and Title of Person Signing ,	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed) Colusa County Sheriff's Office	Federal ID Number 94-6000508
By (Authorized Signature)	Date 11/12/24
Printed Name and Title of Person Signing Gary J. Evans	

EXHIBIT F**SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION**

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that
I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing	Date Executed
Gary J. Evans	11/12/24
Authorized Signature	Executed in the County of Colusa
Title Board Chair	Telephone Number 530-458-0200
Legal Business Name Colusa County Sheriff's Office	Federal ID Number 94-6000508

The Contractor hereby certifies under penalty of perjury, that the percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

General**1 Applicant Information**

- a. Applicant Name Colusa County Sheriff's Office
- b. Organizational Unit
- c. Address 929 Bridge St.
- d. Address 2
- e. City Colusa State CA Zip 95932
- f. Federal ID Number 94-6000508 Unique Entity Id.
- g. Agency Type
- ☐ City ☒ County
- ☐ State Agency ☐ District
- ☐ Other Public Agency

2 Project Information

- a. Project Name Boating Safety and Enforcement Equipment Grant - FY 2024 / 25
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Mar-31-2026
- e. Amount of Funds Requested \$32,422.50 Project Cost \$32,422.50

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

3 Contacts

a. Project Administrator

Name	Scott Lytal				
Title	Deputy				
Mailing Address	will not dial on target. the windag				
City	Colusa	State	CA	Zip	95932
Telephone	(530) 458-0200			Fax	
E-mail Address	slytal@countyofcolusa.com				

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

1. Minimum Qualifications

This is a federal pass-through 'Recreational Boating Safety Grant'. Priority for this grant are for the promotion of recreational boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters.

Funding priorities for the Boating Safety and Enforcement Equipment Grant are for equipment that assists grantees in the following activities, in this order of priority:

1. Promoting recreational boating safety.
2. Enforcement of recreational boating safety laws
3. Search and rescue activities for recreational boaters.
4. Recovery of evidence for recreational boating accidents, injuries, and fatalities.

NOTE: Patrol and safety activities for swimmers, vehicle recovery, homeland security activities, and recovery of drowned bodies are not funding priorities under this federal grant.

Attach a Letter of Intent as required by Title 14, Section 6594.5. A template letter is [41144_0_147_Colusa Letter of Intent.pdf](#) in the 'Show Documents' area.

As a subgrantee for this federal grant award, your agency must be registered in the Federal System of Award Management (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is [41146_0_452_Colusa SAM document.pdf](#) available in the 'Show Documents' area)

The statements below refer to

Colusa County Sheriff's Office

and confirm the following:

- 1 a. Does your agency have an active Boating Safety and/or Boating Law Enforcement Patrol? ☒ Yes ☐ No
- 1 b. What training and/or authorization does your agency have to perform boating safety and/or boating law enforcement in your jurisdiction? (max. 1024 characters) BMOC, AMOC, BUI, BAI, and IBO
- 1 c. If awarded this grant, I hereby certify that the agency identified above will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to five fiscal years. ☒ Yes ☐ No
- 1 d. **By checking the boxes below, I certify that that the agency identified above meets all the following criteria:**
 - ☒ Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
 - ☒ Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement, including arrest authority of all applicable state boating safety laws and regulations.
 - ☒ Your agency has the knowledge and means to properly report boating accidents to DBW.

If you cannot certify that your agency meets ALL of the above criteria, certify by checking the box below and filling out the remainder of 1d.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- ☐ Your agency has a memorandum of understanding (MOU) with a law enforcement agency that has all of the above authorities and conducts all of these activities

Identify the law enforcement agency:

Attach the MOU

- 1 e. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or agreement in the past 3 years? ☐ Yes ☒ No

If you responded 'Yes' to 1 e, please provide an explanation

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- | | | | | |
|---|--|--|--|--|
| ☒ State Senate 01 | ☐ State Senate 02 | ☐ State Senate 03 | ☐ State Senate 04 | ☐ State Senate 05 |
| ☐ State Senate 06 | ☐ State Senate 07 | ☐ State Senate 08 | ☐ State Senate 09 | ☐ State Senate 10 |
| ☐ State Senate 11 | ☐ State Senate 12 | ☐ State Senate 13 | ☐ State Senate 14 | ☐ State Senate 15 |
| ☐ State Senate 16 | ☐ State Senate 17 | ☐ State Senate 18 | ☐ State Senate 19 | ☐ State Senate 20 |
| ☐ State Senate 21 | ☐ State Senate 22 | ☐ State Senate 23 | ☐ State Senate 24 | ☐ State Senate 25 |
| ☐ State Senate 26 | ☐ State Senate 27 | ☐ State Senate 28 | ☐ State Senate 29 | ☐ State Senate 30 |
| ☐ State Senate 31 | ☐ State Senate 32 | ☐ State Senate 33 | ☐ State Senate 34 | ☐ State Senate 35 |
| ☐ State Senate 36 | ☐ State Senate 37 | ☐ State Senate 38 | ☐ State Senate 39 | ☐ State Senate 40 |

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- | | | | |
|--|--|--|---|
| ☐ State Assembly 01 | ☐ State Assembly 02 | ☐ State Assembly 03 | ☒ State Assembly 04 |
| ☐ State Assembly 05 | ☐ State Assembly 06 | ☐ State Assembly 07 | ☐ State Assembly 08 |
| ☐ State Assembly 09 | ☐ State Assembly 10 | ☐ State Assembly 11 | ☐ State Assembly 12 |
| ☐ State Assembly 13 | ☐ State Assembly 14 | ☐ State Assembly 15 | ☐ State Assembly 16 |
| ☐ State Assembly 17 | ☐ State Assembly 18 | ☐ State Assembly 19 | ☐ State Assembly 20 |
| ☐ State Assembly 21 | ☐ State Assembly 22 | ☐ State Assembly 23 | ☐ State Assembly 24 |
| ☐ State Assembly 25 | ☐ State Assembly 26 | ☐ State Assembly 27 | ☐ State Assembly 28 |
| ☐ State Assembly 29 | ☐ State Assembly 30 | ☐ State Assembly 31 | ☐ State Assembly 32 |
| ☐ State Assembly 33 | ☐ State Assembly 34 | ☐ State Assembly 35 | ☐ State Assembly 36 |
| ☐ State Assembly 37 | ☐ State Assembly 38 | ☐ State Assembly 39 | ☐ State Assembly 40 |
| ☐ State Assembly 41 | ☐ State Assembly 42 | ☐ State Assembly 43 | ☐ State Assembly 44 |
| ☐ State Assembly 45 | ☐ State Assembly 46 | ☐ State Assembly 47 | ☐ State Assembly 48 |
| ☐ State Assembly 49 | ☐ State Assembly 50 | ☐ State Assembly 51 | ☐ State Assembly 52 |
| ☐ State Assembly 53 | ☐ State Assembly 54 | ☐ State Assembly 55 | ☐ State Assembly 56 |
| ☐ State Assembly 57 | ☐ State Assembly 58 | ☐ State Assembly 59 | ☐ State Assembly 60 |
| ☐ State Assembly 61 | ☐ State Assembly 62 | ☐ State Assembly 63 | ☐ State Assembly 64 |
| ☐ State Assembly 65 | ☐ State Assembly 66 | ☐ State Assembly 67 | ☐ State Assembly 68 |
| ☐ State Assembly 69 | ☐ State Assembly 70 | ☐ State Assembly 71 | ☐ State Assembly 72 |
| ☐ State Assembly 73 | ☐ State Assembly 74 | ☐ State Assembly 75 | ☐ State Assembly 76 |
| ☐ State Assembly 77 | ☐ State Assembly 78 | ☐ State Assembly 79 | ☐ State Assembly 80 |

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- | | | |
|--|---|---|
| ☒ Congressional District 1 | ☐ Congressional District 2 | ☐ Congressional District 3 |
| ☐ Congressional District 4 | ☐ Congressional District 5 | ☐ Congressional District 6 |

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- | | | |
|--|--|--|
| ☐ Congressional District 7 | ☐ Congressional District 8 | ☐ Congressional District 9 |
| ☐ Congressional District 10 | ☐ Congressional District 11 | ☐ Congressional District 12 |
| ☐ Congressional District 13 | ☐ Congressional District 14 | ☐ Congressional District 15 |
| ☐ Congressional District 16 | ☐ Congressional District 17 | ☐ Congressional District 18 |
| ☐ Congressional District 19 | ☐ Congressional District 20 | ☐ Congressional District 21 |
| ☐ Congressional District 22 | ☐ Congressional District 23 | ☐ Congressional District 24 |
| ☐ Congressional District 25 | ☐ Congressional District 26 | ☐ Congressional District 27 |
| ☐ Congressional District 28 | ☐ Congressional District 29 | ☐ Congressional District 30 |
| ☐ Congressional District 31 | ☐ Congressional District 32 | ☐ Congressional District 33 |
| ☐ Congressional District 34 | ☐ Congressional District 35 | ☐ Congressional District 36 |
| ☐ Congressional District 37 | ☐ Congressional District 38 | ☐ Congressional District 39 |
| ☐ Congressional District 40 | ☐ Congressional District 41 | ☐ Congressional District 42 |
| ☐ Congressional District 43 | ☐ Congressional District 44 | ☐ Congressional District 45 |
| ☐ Congressional District 46 | ☐ Congressional District 47 | ☐ Congressional District 48 |
| ☐ Congressional District 49 | ☐ Congressional District 50 | ☐ Congressional District 51 |
| ☐ Congressional District 52 | ☐ Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|--|--------------------------------------|--|-------------------------------------|--|
| ☐ Alameda | ☐ Alpine | ☐ Amador | ☐ Butte | ☐ Calaveras | ☒ Colusa |
| ☐ Contra Costa | ☐ Del Norte | ☐ El Dorado | ☐ Fresno | ☐ Glenn | ☐ Humboldt |
| ☐ Imperial | ☐ Inyo | ☐ Kern | ☐ Kings | ☐ Lake | ☐ Lassen |
| ☐ Los Angeles | ☐ Madera | ☐ Marin | ☐ Mariposa | ☐ Mendocino | ☐ Merced |
| ☐ Modoc | ☐ Mono | ☐ Monterey | ☐ Napa | ☐ Nevada | ☐ Orange |
| ☐ Placer | ☐ Plumas | ☐ Riverside | ☐ Sacramento | ☐ San Benito | ☐ San Bernardino |
| ☐ San Diego | ☐ San Francisco | ☐ San Joaquin | ☐ San Luis Obispo | ☐ San Mateo | ☐ Santa Barbara |
| ☐ Santa Clara | ☐ Santa Cruz | ☐ Shasta | ☐ Sierra | ☐ Siskiyou | ☐ Solano |
| ☐ Sonoma | ☐ Stanislaus | ☐ Sutter | ☐ Tehama | ☐ Trinity | ☐ Tulare |
| ☐ Tuolumne | ☐ Ventura | ☐ Yolo | ☐ Yuba | | |

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

2. Citation Authority

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? A Boating Safety Law Enforcement Officer is defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities. 1
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers (as defined in 2 a) do you have? 1
- How many hours per year do they conduct on-the-water patrol and boating safety activities? 130
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority? ☒ Yes ☐ No
- If YES, Authorizing Code # 830.1 PC
- a. How many boating safety related citations did your agency issue last calendar year? 7
- b. How many boating accidents did your agency respond to in the last calendar year? 1
- c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 6
- d. How many boating recovery missions did your agency perform last year? 6
4. Does your boating safety and enforcement unit have arrest authority? ☒ Yes ☐ No
- If YES, Authorizing Code # 830.1 PC
- How many boating related arrests did you conduct last calendar year? 0
5. How many outreach events with the general public did your agency participate in to promote boating safety education last calendar year? Please list the events and describe how boating safety was promoted. 4

5a.

Event Name	Date of Event	What BOATING SAFETY information was provided at this event?
Arbuckle Car Show	10/29/2023	Safety vests available for kids, information about boating safety, information about our river and lake.
Stonyford Rodeo and Parade	5/5/2023	Handed out safety vests, information about East Park Reservoir and boating safety.
Colusa Fair Parade	6/9/2023	Handed out Safety Vests, information about the Sacramento River and boating safety.
Burchfield Elementary School	5/24/2023	Boating Safety Presentation given at the school for all students and teachers.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

6. Jurisdiction Table

List all waterbodies that are in your jurisdiction and fill in the below chart for each

Waterbody	Size (area)	List all boating activities (e.g. fishing, water skiing, paddling, etc.) conducted on this waterbody.	How many hours/year is this waterbody patrolled by your agency	Is there shared jurisdiction on this waterbody?	If shared jurisdiction, list other agency(s)
Sacramento River	56 miles	Fishing, swimming, paddling, waterskiing and boating.	60	Yes	Sutter County
East Park Reservoir	5 miles	Fishing, swimming, camping, paddling, waterskiing and boating.	60	No	
Letts Lake	1 miles	Fishing, swimming, camping, paddling, waterskiing and boating.	8	No	
Butte Creek	23 miles	Fishing and swimming	1	No	
GCID, TC, and 2047 Canals	74 miles	fishing swimming and hunting	1	No	

7. Three RECREATIONAL BOATING safety issues

This is a Federal Pass-Through 'Recreational Boating Safety Grant'. The purpose of the grant is to promote boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters. Clearly identify three BOATING safety issues that affect recreational boaters in your jurisdiction. Your answer to this question will be referenced throughout this grant application.

1. **Speeding and Reckless Navigation:** Excessive speed and reckless navigation are frequent concerns on the Sacramento River and on East Park Reservoir, leading to collisions, capsizings, and other accidents. High speeds increase the risk of collisions with other vessels, submerged objects, or riverbanks, posing dangers to both boaters and riverside communities.
2. **Navigational Hazards and Submerged Obstacles:** The Sacramento River features various navigational hazards, including submerged logs, sandbars, and debris, particularly in shallow or poorly marked areas. These obstacles can damage vessels, cause accidents, or result in grounding incidents, posing risks to boaters' safety and the environment. Depending on the time of year and the water levels, these same hazards can become an issue at East Park Reservoir.
3. **Impaired Boating:** Operating a boat under the influence of alcohol or drugs is a significant safety issue on the Sacramento River / East Park Reservoir, impairing judgment, coordination, and reaction times. Impaired boating increases the likelihood of accidents, collisions, and fatalities, endangering not only the intoxicated boaters but also other river / lake users and bystanders.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

8. Inventory

List all patrol boats, PWCs and inflatables in your current inventory (Local and State owned). Include boats awarded but not yet received yet.

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Will this boat be surplus if awarded a new vessel?	Was this vessel funded by a DBW grant?	Is this vessel operational ?	Is this vessel used for anything else besides patrolling. If so, explain.
2003	Jet Craft	4397 XC	200-500	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
2017	Rouge Jet	2765 XC	100-300	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
2008	Triton	4982 XC	1-15	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
2012	Yamaha	5413 XC	20-50	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
2012	Yamaha	9768 XC	20-50	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
1998	Western	3803 XC	1-10	Sacramento River and Eastpark Reservoir	Yes	Yes	Yes	N/A
1972	Valco	0837 XC	0	Sacramento River and Eastpark Reservoir Butte Creek, Bear Creek, and Flooded areas	Yes	Yes	Yes	N/A

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

9. Project Type

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

- ☐ New Patrol Boat/PWC - see definition below
- ☒ Equipment / Repairs

NOTE: A "Patrol Boat" is defined as "A Department of Parks and Recreation, Division of Boating and Waterways approved, registered vessel (with or without trailer and/or outboard motor) purchased for use in boating safety and law enforcement activities." **VERIFY THAT YOUR REQUEST IS CORRECTLY CLASSIFIED.** Failure to correctly classify may result in disqualification of your grant application.

* All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Misc Equipment Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

Misc. Equipment Items

11. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'FLIR and delivery', 'replacement boat seat and tax' or 'GPS and screen'.

DBW may fund up to 50% of the total cost of fire suppression equipment.

NOTE: Supplies and consumables (i.e: rope, water bottles, cleaning supplies, hardware) are not funding priorities.

Item / Group Name	Cost	Quantity	Total	Priority	List specific items that are in the grouped 'like' items. Include itemized list with cost and quantity.	Attach one quote for each item in this section
Dive gear	7,205.00	6.00	43,230.00	First	Dive gear complete setup for six divers	41099_0397_Dive gear.pdf
ROV	90,632.00	1.00	90,632.00	Second	ROV for under water recovery of evidence and search and rescue	41099_119_ROV.pdf
TOTAL			133,862.00			

Misc. Equipment Items Questions (Dive gear)

11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific ☒ Yes ☐ No and fitted items will not be funded.
- 11 b. Describe exactly what is being requested and how this equipment will help mitigate the recreational boating safety issues you identified in Question 7. If the requested quantity is more than one for any item, explain the need for multiple items. (max. 2000 characters)
1. Dive Gear for 6 (All purpose gear) - Buoyancy compensator, wet suit, regulator system, pony bottle, dive tank, mask, fins, boots, gloves, dry suit, knife, weight belt, weight bags and underwater flashlight.
 2. Underwater Remote Operated Vehicle (ROV).

Dive gear and underwater Remote Operated Vehicles (ROVs) serve as crucial assets in mitigating various boating safety concerns. Equipped with specialized equipment like underwater cameras and sonar devices, dive teams can conduct inspections in high-traffic areas, identifying hazards and obstacles that contribute to speeding and reckless navigation. Dive gear and an ROV come into

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

play specifically when boaters ignore safety and we are called out for search, rescue and recovery operations.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if your agency does not receive its requested grant award.

If our agency does not receive its requested grant award for dive gear, it could have detrimental effects on both boating safety and enforcement efforts. With aging and nearly unserviceable dive gear, our ability to conduct underwater inspections and respond to emergencies would be compromised, increasing the risk to our divers and hindering our capacity to mitigate navigational hazards. Aging dive gear may suffer from compromised functionality, including decreased buoyancy control, unreliable air supply, or impaired communication systems, potentially endangering the safety of divers during underwater operations. Moreover, the inability to maintain and service outdated gear increases the likelihood of equipment failure or malfunction, leading to delays in emergency responses and potentially exacerbating water-related incidents.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- ☐ "Critical" (operations would cease without it)
- ☒ "Increased efficiency" (if it would save staff time, identify how much time)
[Days to hours.]
- ☐ "Convenience" (it would make life a little easier)
- ☐ "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

The current dive gear we are using is old and most isn't serviceable anymore. This equipment is detrimental to the success of the search and rescue/ recovery of drowned victims, and evidence recovery. The protection from the elements will assist in keeping our personnel safe.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	50
Search and Rescue Activities	50
Other Activities	
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

N/A

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? ☐ Yes ☒ No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

Dive gear is not equipment another agency would let us borrow. We could ask for an agency assist during a callout, but that would increase call out times and another agency would incur the cost of our incident while leaving their

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

area of responsibility. This would also defeat the purpose of our agency having a Dive Team that is trained and available for any callout. We currently have old equipment that needs to be replaced due to wear and tear from years of service time. This equipment includes, 6 wet suits, 6 dry suits, 6 buoyancy compensators, 6 regulators, 6 masks and 6 sets of dive boots. This gear is important for our Dive Team to have in good condition and readily available at a moment's notice for any evidence recovery, water rescues and / or drowning victim recovery.

11 g. How and why was this particular model selected? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

The scuba setup selected is tailored for our waterbody's unique challenges, prioritizing durability. Cheaper models lack these essential features, compromising safety and performance, making them unsuitable for our agency's demanding missions. Given the inherent dangers of diving in our waterbody, including strong currents and varying depths, premium equipment is necessary to ensure diver safety and mission success. It's imperative to prioritize quality and reliability in our equipment selection process, thus less expensive models are neither considered nor requested.

Our county's budget is fully allocated to essential services, leaving no surplus for additional expenditures. This grant is crucial as it provides an opportunity to acquire much-needed dive gear without straining our existing resources.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Sacramento River and Eastpark Reservoir any other waterway in the county that requires the need to use.

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September

- ☒ 0-25 hours per month ☐ 26-100 hours per month
☐ 101-250 hours per month ☐ 251+ hour per month

October through April

- ☒ 0-25 hours per month ☐ 26-100 hours per month
☐ 101-250 hours per month ☐ 251+ hour per month

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial events or other activities, etc.)? ☐ Yes ☒ No

If YES, complete the table below

List Other Activity (NOT RECREATIONAL BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other activity

Percentage of time per year this piece of equipment will be used for the following activities.

**Estimate the total time this equipment may be used for boating safety activities in a calendar year based on historical data. DBW may verify this information using accident data. Failure to report time correctly in the following chart may result in disqualification of your grant application.*

Activity	Average hours per year this	Percentage of time

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

	equipment will be used	
Boating Patrol	25.00	25.00
Search and Rescue Activities	40.00	40.00
Accident Investigation	10.00	10.00
Recovery	25.00	25.00
Other Activities (list below)		
TOTAL:	100.00	100.00

List any other activities this equipment will be used for: (max 300 characters)

11 k. Select the PRIMARY purpose this equipment will be used for:

- ☒ Search and rescue
☐ Enforcement of state and local measures
☐ Inspection of vessels
☐ Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Recovery of downing victims, evidence recovery and water recoveries.	6

Misc. Equipment Items Questions (ROV)

11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific ☒ Yes ☐ No
and fitted items will not be funded.
- 11 b. Describe exactly what is being requested and how this equipment will help mitigate the recreational boating safety issues you identified in Question 7. If the requested quantity is more than one for any item, explain the need for multiple items. (max. 2000 characters)

An underwater Remote Operated Vehicle (ROV) would provide substantial benefits to our sheriff's office and its dive team by enhancing operational capabilities, safety, and efficiency in various aquatic tasks. Equipped with advanced cameras and sensors, the ROV can conduct underwater search and recovery missions with greater speed and precision, reducing the time and resources required compared to traditional diver-based operations. It can also gather evidence in underwater crime scenes, preserving the integrity of the investigation while minimizing risks to human divers. Additionally, the ROV's ability to inspect and maintain critical infrastructure underwater contributes to proactive safety measures and ensures timely interventions without exposing divers to potential hazards. Overall, integrating an underwater ROV into our sheriff's office and dive team operations empowers us to better protect our community and respond effectively to water-related incidents with enhanced capabilities and safety protocols.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if your agency does not receive its requested grant award.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

If our agency does not receive its requested grant award for an underwater Remote Operated Vehicle (ROV) we will have to rely on outside agency from outside our region. This puts the burden of overtime, risk of damaging equipment and staff coverage on that agency. The absence of an ROV significantly hampers our capacity to conduct effective search and rescue operations in water-related emergencies. Without this essential tool, our ability to swiftly locate and assist individuals in distress, such as boaters in need of rescue or drowning victims, is severely compromised. Moreover, the lack of an ROV makes it challenging to assess and respond to emergency situations promptly, potentially leading to delays in rescue efforts. Furthermore, the absence of an ROV impedes our agency's ability to recover evidence and assist in criminal investigations related to waterborne incidents. Recovering evidence from underwater crime scenes, such as submerged vehicles or objects, is a critical aspect of boating enforcement.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- ☐ "Critical" (operations would cease without it)
- ☒ "Increased efficiency" (if it would save staff time, identify how much time)
[Days to hours.]
- ☐ "Convenience" (it would make life a little easier)
- ☐ "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

An ROV would increase efficiency making recovery time quicker, leading to less overtime, less dive time, less risk to divers. An ROV would assist in evidence recovery where we previously wouldn't attempt to recovery evidence due to the risk to our divers.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	50
Search and Rescue Activities	50
Other Activities	
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

Evidence recovery.

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? ☐ Yes ☒ No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

I currently do not know another agency that has an ROV in our region. Previously we've had to reach out to agencies outside of our region, specifically Sacramento County Sheriff's Office. The last time Sacramento County assisted with a drowning, they assisted for multiple days with their ROV. Sacramento County had to incur the cost of overtime for their officers, the risk of damaging their ROV and the loss of resources in a time where most agencies are short staffed.

With the ROV accessible at all times, we can swiftly deploy it to conduct search and rescue operations, underwater inspections, and evidence gathering in cases of criminal investigations. The long-term cost savings and operational

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

efficiencies associated with having such a resource readily available far outweigh the initial investment, making it a valuable asset for our county's emergency response capabilities.

11 g. How and why was this particular model selected? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

The Deep Trekker Revolution Remotely Operated Vehicle (ROV) was selected because of its reliability, versatility, and performance in various water environments. Its compact design, intuitive controls, and advanced imaging capabilities make it well-suited for our agency's diverse needs, including search and rescue operations, evidence recovery, and drowning victim retrieval. Its portability and quick deployment make it ideal for rapid response scenarios. Less expensive models lacked the durability, maneuverability, and imaging capabilities required to meet our agency's specific needs and operational requirements.

Our county's budget is fully allocated to essential services, leaving no surplus for additional expenditures. This grant is crucial as it provides an opportunity to acquire much-needed dive gear without straining our existing resources.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Sacramento River, East Park Reservoir, 20/47 Canal, Glenn Colusa Canal, agriculture ditches, Cache Creek and Bear Creek.

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September

- ☒ 0-25 hours per month
 ☐ 26-100 hours per month
☐ 101-250 hours per month
 ☐ 251+ hour per month

October through April

- ☒ 0-25 hours per month
 ☐ 26-100 hours per month
☐ 101-250 hours per month
 ☐ 251+ hour per month

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial events or other activities, etc.)? ☐ Yes ☒ No

If YES, complete the table below

List Other Activity (NOT RECREATIONAL BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other activity

Percentage of time per year this piece of equipment will be used for the following activities.

**Estimate the total time this equipment may be used for boating safety activities in a calendar year based on historical data. DBW may verify this information using accident data. Failure to report time correctly in the following chart may result in disqualification of your grant application.*

Activity	Average hours per year this equipment will be used	Percentage of time
	0.00	0.00

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Boating Patrol		
Search and Rescue Activities	50.00	50.00
Accident Investigation	25.00	25.00
Recovery	25.00	25.00
Other Activities (list below)	0.00	0.00
TOTAL:	100.00	100.00

List any other activities this equipment will be used for: (max 300 characters)

N/A.

- 11 k. Select the PRIMARY purpose this equipment will be used for:

- ☒ Search and rescue
☐ Enforcement of state and local measures
☐ Inspection of vessels
☐ Supervising organized water events

- 11 l. If Search and Rescue is the primary purpose, list the activity and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
water rescues	5
drowning victim	1

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

12 Previous BSEE Grants

	FY 22/23	FY 21/22	FY 20/21
Did your agency apply for a BSEE grant ?	No	No	No
Were you awarded a BSEE grant? (leave blank if No)			
Amount awarded: (List amount or leave blank if No or NA)			
Amount spent: (List amount or leave blank if No or NA)			
List the equipment purchased: (List leave blank if No or NA)			

Boating Safety and Enforcement Income

13. Revenue and Expenditures

Boat Tax Revenue	12,760.00
------------------	-----------

Other Revenue:

- | | |
|--|------------|
| a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support) | 0.00 |
| b) Any State boating funding sources, including DBW subvention/financial aid: | 107,210.00 |

TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET	119,970.00
---	------------

TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	155,118.00
---	------------

14. If you participated in the subvention/financial aid program, were all allocated funds expended in the previous closed year? ☒ Yes ☐ No ☐ NA

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25
Agency: Colusa County Sheriff's Office
Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

	Line Item	Qty	Rate	UOM	Total	Req Amount
1	Patrol Boat				0.00	0.00
2	Equipment					
	Dive gear Notes : Colusa County will fund 25% of the cost of for the 6 pieces of dive gear. DBW will fund the remaining 75% of the 6 pieces of dive gear (\$32,422.50 of the \$43,230 requested). Dive gear for 6 (All purpose gear) - Buoyancy compensator, wet suit, regulator system, pony bottle, dive tank, mask, fins, boots, gloves, dry suit, knife, weight belt, weight bags and underwater flashlight.	6.0000	5403.750		32,422.50	32,422.50
	ROV	0.0000	90632.000		0.00	0.00
Total for Equipment					32,422.50	32,422.50
3	Adjustment					
TOTAL EXPENDITURES					32,422.50	32,422.50

Attachment: 2024-2025 Equipment Grant Agreement (10144 : Division of Boating and Waterways

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25
Agency: Colusa County Sheriff's Office
Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

	Category	Total	Req Amount	Narrative
1	Patrol Boat	0.00	0.00	
2	Equipment	32,422.50	32,422.50	
3	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		32,422.50	32,422.50	

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Applicant Certification

- a. ☒ Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.
- b. ☒ I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Scott Lytal

Title: Deputy

Date Signed: 04/30/202
4

Attachment: 2024-2025 Equipment Grant Agreement (10144 : Division of Boating and Waterways Equipment Grant)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Treasurer

FROM: Cindy Dillard

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

Accept October 2024 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 10_24 Treasury Report (PDF)

**COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT**

AS OF: 10.31.24
DATE: 11.12.24

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CB2												
574348CC0												
574348CD8	11/12/20	701,604.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	685,433.00			
797299LX0	10/28/20	638,917.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	610,178.40			
260888AD4	02/23/21	400,802.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	377,512.00			
130179KW3	02/05/21	829,504.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	768,624.00			
899141BB0	02/05/21	661,901.77	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	607,421.95			
260888AE2	02/23/21	602,847.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	552,270.00			
971252AB7												
971252AD3												
971252AH4	05/27/21	186,215.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	167,754.30			
971252AK7	05/27/21	267,390.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	231,957.15			
971252AL5	05/27/21	570,853.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	485,238.95			
797679CF2	11/24/21	260,592.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	241,298.20			
797669ZR2	11/24/21	3,128,485.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,697,513.50			
6723225N45	11/23/21	1,273,804.45	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,161,029.65			
38122NB35	11/12/21	12,199,113.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,799,520.00			
79739GPE0	12/09/21	712,148.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	606,039.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	473,277.00			
13048VZ78	01/05/22	503,809.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	454,480.00			
13048VZU5	01/05/22	395,660.65	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	354,915.40			
055022AK3	01/27/22	1,162,697.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,025,731.00			
79770GJG2	12/15/21	2,035,448.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,777,540.00			
79739GPM2	12/09/21	252,837.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	220,450.00			
85443AH00	11/12/21	542,137.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	471,313.60			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,731,160.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	08/01/31	853,930.00			
Municipal Total		30,727,324.22			31,160,280.70	30,370,000.00	30,370,000.00		27,354,587.10			16.8%

US Treasury/Agency Securities

3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	08/29/32	5,471,112.75			
3130B2N27*	09/10/29	2,995,000.00	5.25%	5.250%	2,995,000.00	2,995,000.00	2,995,000.00	09/10/29	2,995,119.80			
3134GX2X1*												C 09.30.24
3130AYYX8*												C 08.15.24
31304H1JY0*												C 05.22.24
3130AVHN5*												C 01.26.24
3030AVLH3*												C 08.26.24
3130AT3P0*												C 10.14.24
3130AUTV6*												C 08.26.24
3133ENR77*												C 10.08.24
3134GY5Y4*												C 09.09.24
3130AUJ4T8*												C 09.30.24
3133EN6H8*												C 09.23.24
3134GYE32*												C 10.28.24
3134GYCA8*												C 10.10.24
3130B04D8*												C 06.28.24
3130AXFG8*												C 01.19.24
3134H1GG2*												C 01.28.24
3130AXX60*												C 01.12.24
3130AY2J4*												C 01.18.24
3134H1J46*												C 08.14.24
3133EPP90*												C 08.14.24
3134H1RW5*												C 09.07.24
3134H1QM8*												C 09.26.24
3130B0TD1*												C 08.19.24
3134GX3R3*												C 10.17.24
3130B1K63*												C 09.11.24
3134H1Y98*												C 09.27.24
Treasury/Agency Total		8,470,000.00			8,470,000.00	8,470,000.00	8,470,000.00		8,466,232.55			4.6%
Grand Total		\$ 39,197,324.22			39,570,280.70	38,840,000.00	38,840,000.00		35,820,819.65			
Interest Liability		-										
NET BOOK		39,197,324.22										

C 09.30.24
C 08.15.24
C 05.22.24
C 01.26.24
C 08.26.24
C 10.14.24
C 08.26.24
C 10.08.24
C 09.09.24
C 09.30.24
C 09.23.24
C 10.28.24
C 10.10.24
C 06.28.24
C 01.19.24
C 01.28.24
C 01.12.24
C 01.18.24
C 08.14.24
C 08.14.24
C 09.07.24
C 09.26.24
C 08.19.24
C 10.17.24
C 09.11.24
C 09.27.24

CALIFORNIA ASSET MANAGEMENT PROGRAM

COUNTY	\$140,902,615.28	5.01%
COP Project Fund*	\$10,666,102.36	

7 Day Avg

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY
SRWSLD	71,476.47	4.52%	4.48%
REC DIST 108	69,970.87	4.52%	4.48%
REC DIST 1004	-	4.52%	4.48%
COUNTY	194.79	4.52%	4.48%
CCOE	135.86	4.52%	4.48%
TOTAL LAIF	141,778.09		
CASH	2,764,072.13		
TOTAL LIQUID	143,808,465.50		78.58% Liquidity
GRAND TOTAL	\$ 183,005,789.72		

INTEREST RECEIVED

October 2024	833,579.37	10/31/2024	Est. 4.50%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	Est. 6.00%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 78.56%.
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced \$25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 10_24 Treasury Report (9582 : Treasurer's Monthly Investment Report)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve Cooperative agreement (No. 24-0388-002-SF) with the California Department of Food and Agriculture for regulatory enforcement services in support of Phytophthora Ramorum (Sudden Oak Death) regulations, effective July 1, 2024.

Approve Cooperative agreement (No. 24-0388-002-SF) with the **California Department of Food and Agriculture** for regulatory enforcement services in support of Phytophthora Ramorum (Sudden Oak Death) regulations, effective July 1, 2024.

Detailed Description/Background of request

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

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

Modifications)

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

This contract was received by our office via email on 10/18/24.

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted item. The department may receive funds in the maximum amount of \$1251.00 for services performed.

Action for the Clerk

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

Action Item (ID # 10146)

Meeting of November 12, 2024

Upon return of executed agreement, return a copy to the Ag Commissioner's office, attn: Dawn.

ATTACHMENTS:

- 24 25 SOD agreement (PDF)

State of California, Department of Food and Agriculture
 AGREEMENT
 GAU-03 (Rev. 8/2024)

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

24-0388-002-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:
 STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
 RECIPIENT'S NAME
COUNTY OF COLUSA
2. The Agreement Term is: July 1, 2024 through June 30, 2025
3. The maximum amount of this Agreement is: \$1,251.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
 Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF COLUSA

BY (*Authorized Signature*)



DATE SIGNED

11/12/24

PRINTED NAME AND TITLE OF PERSON SIGNING

Gary J. Evans, Board Chair

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
 SACRAMENTO, CA 95814

LB

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C502
Federal Award Date:	August 2, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$1,132,843.00
Effective Dates for CDFA:	July 1, 2024 through June 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform P. ramorum program enforcement activities in support of the State Oak Mortality Disease Control regulation, State and Federal Quarantines.

Project Title: Phytophthora ramorum - Non quarantined

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Shadi Moscoupos	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-531-5747	Phone:	530-458-0580
Email Address:	shadi.moscouplos@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Lee Thao	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-584-1632	Phone:	530-458-0580
Email Address:	lee.thao@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

2.8.a

Name: LeeAnn Price

Organization: County of Colusa

Address: 100 Sunrise Blvd., Suite F

City/State/Zip: Colusa, CA 95932

Phone: 530-458-0580

Email Address: lprice@countyofcolusaca.gov

4. RECIPIENT: Please check appropriate box below:

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

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

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

GENERAL TERMS AND CONDITIONS**1. Approval**

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

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

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether

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

2.8.a

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

2.8.a

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

4. Budget Contingency Clause

2.8.a

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

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

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

SCOPE OF WORK
***Phytophthora ramorum* Program**
Non-Quarantined Counties
July 1, 2024 – June 30, 2025

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

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

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

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

SECTION 2: NON-PERSONNEL

- A. Supplies/Equipment**
- B. Vehicle/Mileage**

SECTION 3: REPORTING/REIMBURSEMENT

- A. Monthly Activity Report**
- B. Reimbursement**

SECTION 1: PERSONNEL ACTIVITIES

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

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

Please see this [link](#) for the most current federal regulations.

Regulatory Enforcement at Regulated Establishments

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

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

Please see this [link](#) for the most current federal inspection protocol for regulated establishments.

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

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

Please see this [link](#) for the most current federal positive nursery response:

C. Data Entry/Sample Submission

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

1. Pest and Damage Record (PDR)

The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC), located at 3294 Meadowview Road, Sacramento, CA 95832, for identification. The county must complete an electronic copy of the CDFA's PDR on the [CDFA's Plant Division Extranet](#) site. A hard copy of the PDR must accompany the samples to the PPDC as well.

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

2. Data Collection

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

D. Trace Forward/Trace Back Investigation

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

Trace Forward Protocol

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

Trace Back Protocol

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

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

In accordance with [2 CFR Part 200.1](#), supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment

In accordance with [2 CFR Part 200.1](#), equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Articles with a unit cost of \$5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

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

B. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage [reimbursement rate](#) fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

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

SECTION 3: REPORTING/REIMBURSEMENT:

A. Monthly Activity Report

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

B. Reimbursement

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

1. Allowable Costs

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

2. Monthly Activity Report Required for Reimbursement

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

3. Hourly Rates on Invoices

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

4. Personnel on Invoice Must Match Work Plan

Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

5. Documentation

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

6. Substantiation of Costs

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

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

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

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

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

State, Local, and Indian Tribal Governments: [2 CFR 200](#)

7. Submission of Monthly Invoice

Invoices must be submitted via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Carolyn Lambert (carolyn.lambert@cdfa.ca.gov) via email or by calling (916) 654-0312.

COUNTY LETTERHEAD

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

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

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

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

REMIT PAYMENT TO: (County Information)

--

Accounting use only:

--

<i>For State Use Only</i>
Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1						\$ -	\$ -	\$ -
2						\$ -	\$ -	\$ -
3						\$ -	\$ -	\$ -
4						\$ -	\$ -	\$ -
5						\$ -	\$ -	\$ -
6						\$ -	\$ -	\$ -
7						\$ -	\$ -	\$ -
8						\$ -	\$ -	\$ -
9						\$ -	\$ -	\$ -
10						\$ -	\$ -	\$ -
TOTALS			0.0	\$ -	#DIV/0!	\$ -	\$ -	\$ -

OPERATING EXPENSES

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

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	\$0.670	\$0.00
TOTAL VEHICLE OPERATIONS:			\$0.00

Month:	
Total Amount Due:	\$0.00

COMMENTS:

--

* Hourly Rate must include Hourly Wage and Benefit Rate.

** Overhead percent is eligible, may fluctuate per county and must not exceed 25%

*** Mileage rates: County vehicle = Not to exceed \$0.670 per mile.

Per federal audit guidelines, this rate cannot be exceeded.

However, if your county's internal policy uses a lower rate, that rate may be applied.

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

Work Plan for *Phytophthora ramorum* Program
Non-Quarantined Counties
FY 2024/2025
July 1, 2024 through June 30, 2025



County: COLUSA

Agreement Activities						
Regulatory Response Activities			Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year
Instruction Section:	A	Previously Positive Nurseries (County must have a Participating Nursery)	0	0	0	0
	B	Positive Nursery Response (Confirmed Nursery Protocol)	0	0	0	0
	C	Trace Forward and Trace Back Investigations	1	2	5	10
Administrative Support						
Instruction Section:	D	Administrative Support				5
					*Total Activity Hours:	15
					Total Personnel Costs:	\$880.40
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs						
Instruction Section:	F	Enter Overhead Percentage		25%		\$220.10
Operating Expenses						
Instruction Section:	G1	Supplies			\$50.00	\$50.00
	G2	Equipment			\$0.00	
Vehicles						
Instruction Section:	H	Enter Estimated Miles	150	**Rate Per Mile:	0.670	\$100.50
					TOTAL COST:	\$1,251.00
*Figure must match the figure on your 'Personnel Cost Work Sheet' (tab two). You must submit your completed 'Personnel Cost Work Sheet' with your work plan. ** Mileage rate must be current federal rate (http://www.irs.gov)						

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Non-Quarantined Counties
FY 2024/2025
July 1, 2024 through June 30, 2025

County: COLUSA

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Accounting Technician	\$28.90	\$24.92	\$53.82	5	\$269.10
Agricultural Biologist	\$33.85	\$27.28	\$61.13	10	\$611.30
Position Title 3	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 4	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 5	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 6	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 10	\$0.00	\$0.00	\$0.00	0	\$0.00
*Total:				15	\$880.40

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

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

County Work Plan Summary
Phytophthora ramorum Program
Non-Quarantined Counties
FY 2024/2025
July 1, 2024 through June 30, 2025



County: COLUSA
Agreement Manager: Anastacia Allen

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	Total Activity Hours:	15	\$880.40
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$220.10
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$50.00
Vehicles	Mileage rate must be at current federal rate (http://www.irs.gov).	Estimated Miles:	150	\$100.50
		Rate Per Mile:	0.67	
		TOTAL COST:		\$1,251.00

Attachment: 24 25 SOD agreement (10146 : 24 25 SOD contract with CDFA)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Everon, LLC for procurement and installation of an upgraded alarm system within the Clerk-Recorders Office and an upgraded camera system within the Historic Courthouse.

Approve contract with **Everon, LLC** for procurement and installation of an upgraded alarm system within the Clerk-Recorders Office and an upgraded camera system within the Historic Courthouse.

Detailed Description/Background of request

The Clerk/Recorder/Elections Office requires upgraded alarms and security cameras to enhance security as the current systems are outdated. The alarm system will be incorporated into their office and the camera system will support the entire Historic Courthouse.

A Request for Bid (RFB) was issued which split the work into two projects. Project A is the alarm system upgrade and Project B is the security cameras.

Project A - Alarm System

Three responsive bids were received as follows:

Everon, LLC	\$6,793.48 for purchase/installation, with monthly monitoring costs of \$81.95
Safe Side Security	\$9,896.40 for purchase/installation, with monthly monitoring costs of \$59.00
IT Management Corp	\$21,255.87 for purchase/installation with no monthly costs.

Project B - Camera System

Four bids were received with three of them being responsive, as follows:

Everon, LLC	\$38,197.20 for purchase/installation, with monthly monitoring costs of \$1,670.97
Safe Side Security	\$71,408.37 for purchase/installation, with monthly monitoring costs of \$168.00
IT Management Corp	\$111,121.71 for purchase/installation with no monthly costs.

Bids have been reviewed by the Assistant CAO, IT Director and County Clerk-Recorder-Registrar with the recommendation to award the bid to Everon, LLC for Project A and B. The monitoring for the camera system will be cloud based making it more accessible and also resulting in less hardware maintenance.

Prior Board Action

RFB was approved on September 3rd, 2024.

Fiscal Impact/Funding Source

The installation costs are funded by the Help America Vote Act (HAVA) Election Security and Accessibility Grants.

Alarm monthly monitoring, 001-53180-451-0

Camera monthly monitoring, 001-53180-401-CTH

Action for the Clerk

Please number contract, obtain signatures, forward to Everon, LLC and register the projects with DIR.

Everon, LLC
4384 Enterprise Place
Fremont, Ca, 94538

ATTACHMENTS:

- Contract_Alarm & Secuirty Camera Update (DOCX)
- Attachment C_Bid Worksheets (PDF)

Alarm and Camera Contract

This public works construction contract (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and Everon, LLC (“Contractor”), a Colorado Limited Liability Company. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with procurement and installation of an alarm system within the Clerk-Recorder’s Office and security cameras within the Historic Courthouse located at 547 Market St., Colusa, California as more specifically detailed in Attachment “A” and Attachment “B.” Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.
2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than February 28, 2025.
3. **Compensation:** County will pay Contractor compensation not to exceed \$44,990.68 as provided for in Attachment “C.” Compensation will be paid in accordance with paragraph 4, Method of Payment.
 - A. **Retention for Contracts that Exceed \$5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed \$5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.
4. **Method of Payment:** At the end of the project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County’s established policies and procedures, and payment will be issued accordingly for undisputed invoices.
 - A. **Invoices shall:**
 - 1) Be prepared on Contractor’s letterhead.
 - 2) Bear Contractor’s name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
 - A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.
 - B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
 - C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000 for each accident for bodily injury or property damage.
 - D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

- 13. Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds \$25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.
- 14. Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.
- 15. Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.
 - A.** Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.
 - B.** Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of \$100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.
 - C.** Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.
- 16. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.
- 17. Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.
- 18. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either

served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932
Everon, LLC

If to Contractor: 4384 Enterprise Place
Fremont, Ca, 94538

- 19. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 20. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 21. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 22. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 23. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 24. Termination:** This Contract may be terminated for the following reasons:
- A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B. By County without cause upon 15 days written notice of termination.
- 25. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

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and effect and shall not be affected or invalidated.

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

- A.** Attachment "A" Scope of Work – Alarm System
- B.** Attachment "B" Scope of Work – Security Cameras
- C.** Attachment "C" Bid Worksheets

COUNTY OF COLUSA

EVERON, LLC

Date: _____
Gary J. Evans, Board Chair

Date: _____
Signature

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
_____, Deputy

Attachment: Contract_Alarm & Security Camera Update [Revision 1] (10148 : Approve contract with Everon, LLC.)

Attachment A Scope of Work

Alarm System

Contractor to upgrade the existing alarm system (Honeywell Vista – 20p) within the County Clerk-Records Office located in the Historic Courthouse at 546 Jay St., Colusa, Ca.

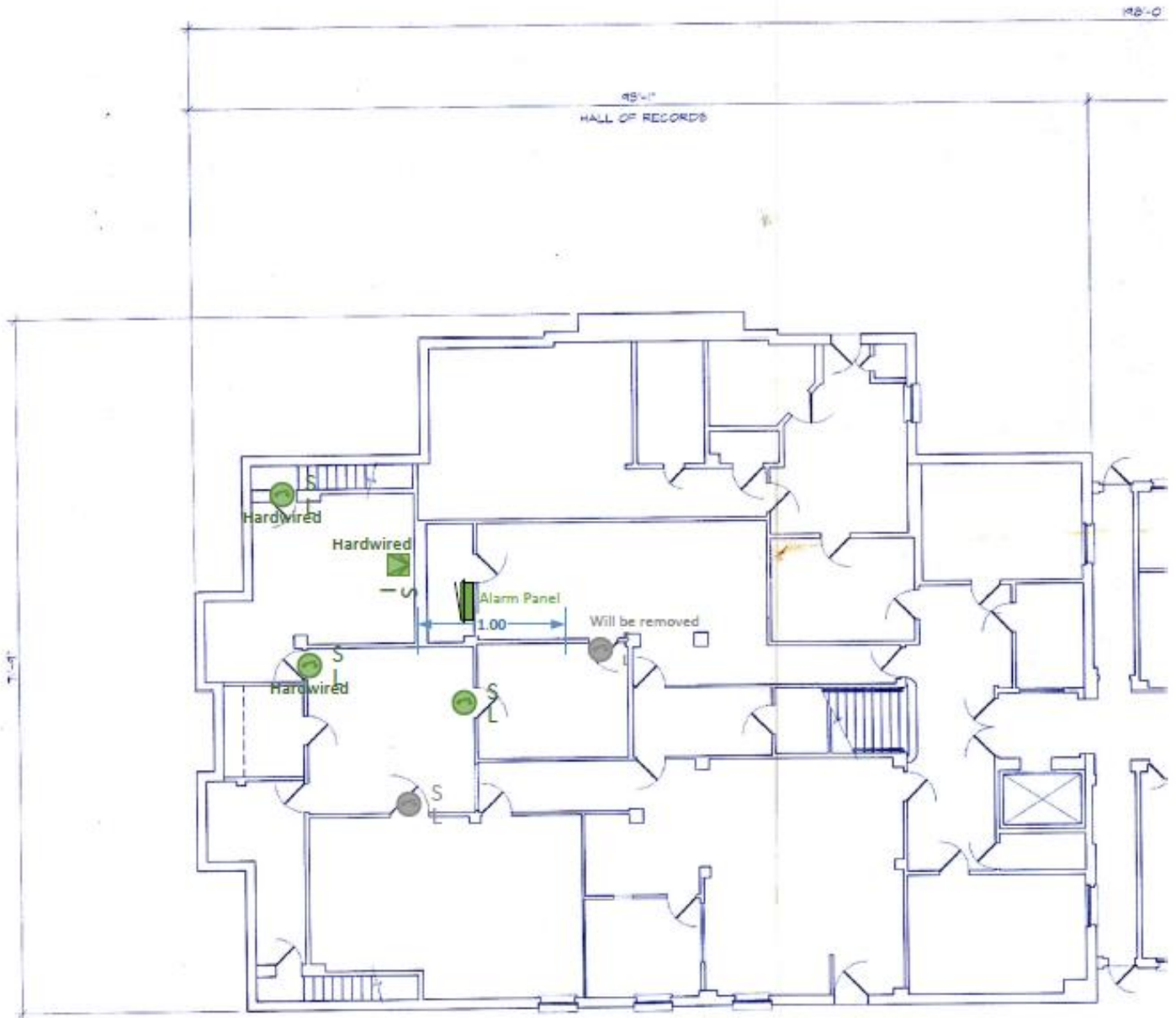
- Replace panel, keypad and all existing wireless devices (door/window transmitters and motions).
- Move zone 2 (basement copy room door) to storage room door.
- Install hardwire contacts on both Election Room doors and a hardwire motion in Election Server Room.
- Install additional wireless transmitters on SW windows and Ballot Room door.
- Install additional wireless motions in Front Entry, SW corner, Back Office and Ballot Room (360 ceiling mount).
- Install wireless glass break sensors at the Front Entry and Back Office.
- Program and test system.
- System must provide remote user management.
- Training to be done with staff once install is complete.
- See images on the following two pages for new and existing alarm locations.
- Monthly monitoring fee: \$81.95

C24-_____

Clerk 1st Floor

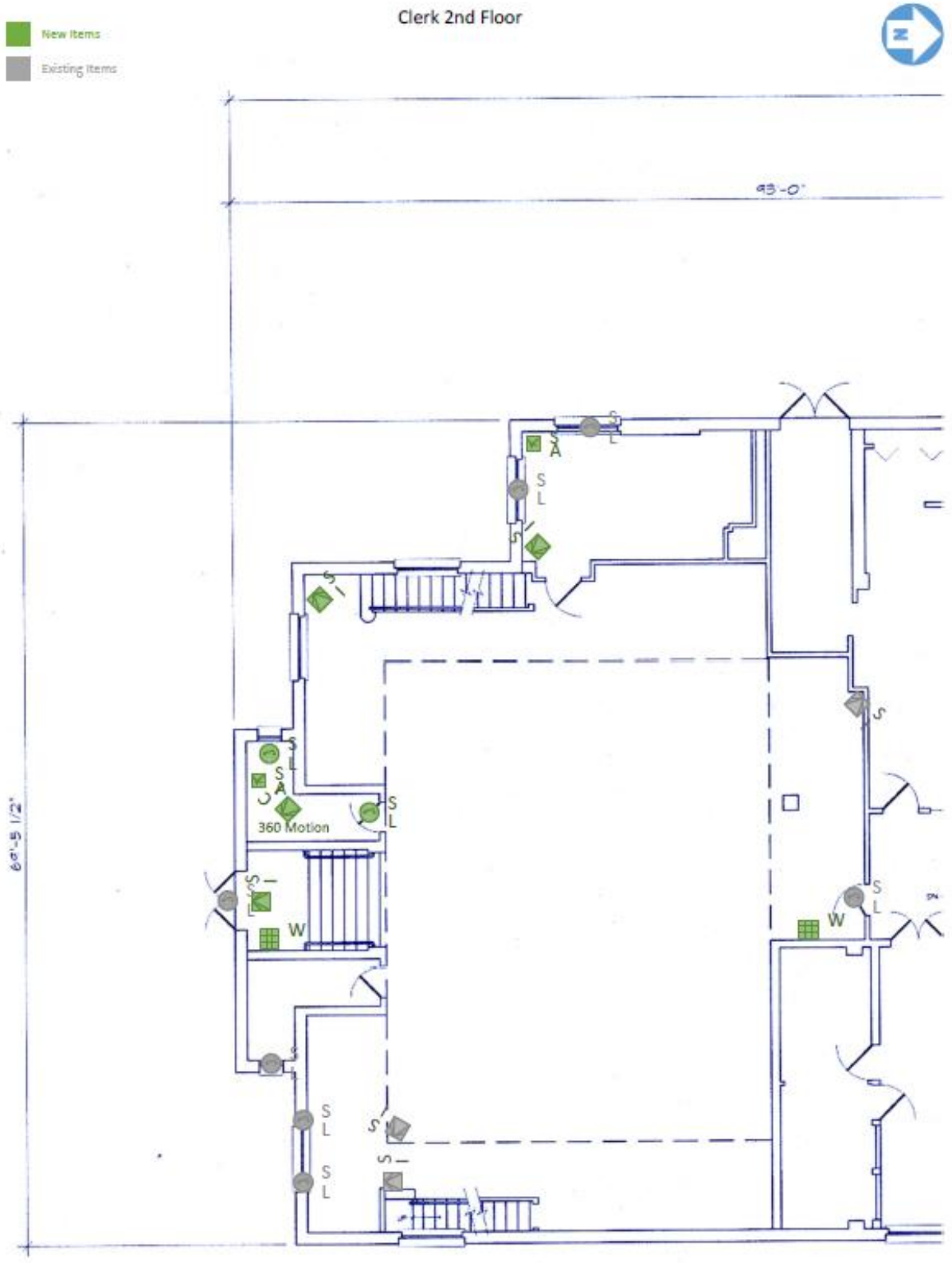


- New Items
- Existing Items



Attachment: Contract_Alarm & Security Camera Update [Revision 1] (10148 : Approve contract with Everon, LLC.)

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Attachment: Contract_Alarm & Security Camera Update [Revision 1] (10148 : Approve contract with Everon, LLC.)

Attachment B Scope of Work

Security Cameras

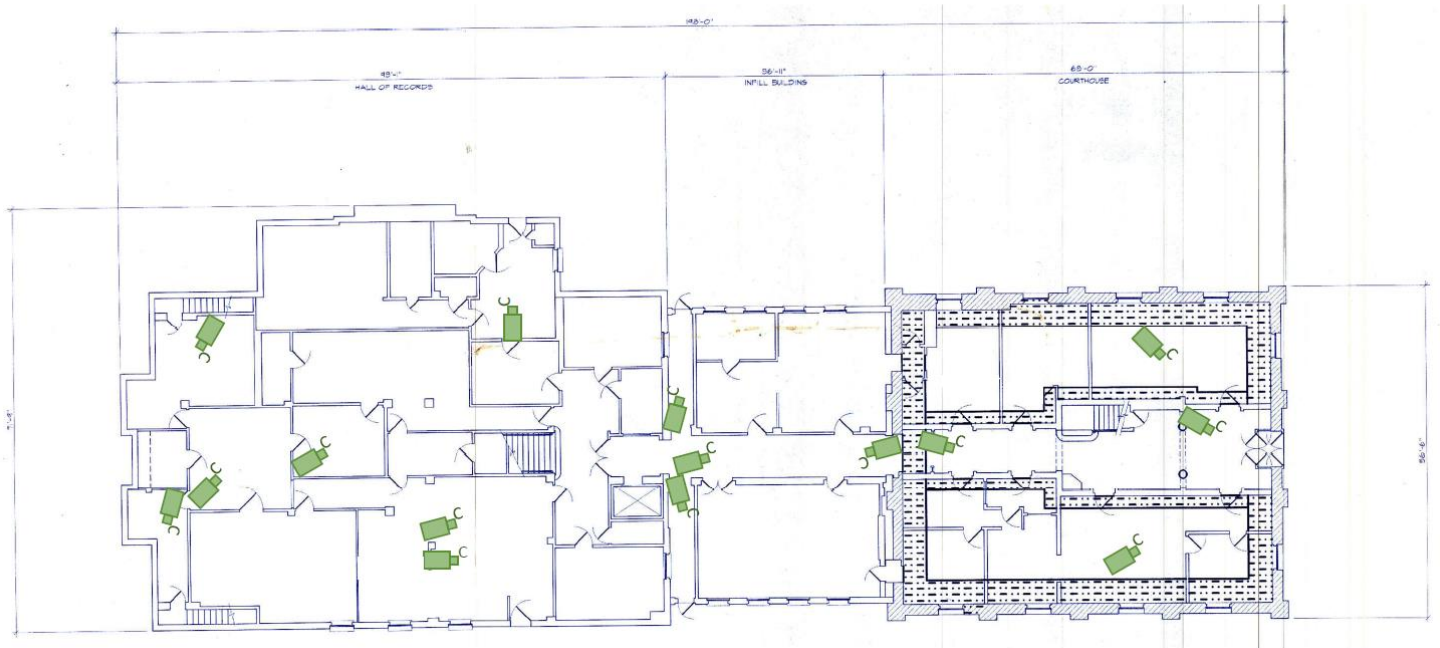
Project B: Upgrade the camera system throughout the Historic Courthouse located at 547 Market St., Colusa, Ca.

- Provide and install twenty-seven (27) Eagle Eye Cameras and Eagle Eye Camera Bridge security cameras (Network IP camera, H.265 Standard, Full HD, NDAA compliant, One year of recording space). Existing cameras will need to be removed.
 - Professional network video recorder with remote viewing capabilities on PC, mobile and tablet.
 - Weatherproof and vandal-proof, rated for indoor and outdoor use.
 - Smart night vision, up to 100 feet in complete darkness.
- Install new switches and patch panel in the main IDF, suite 110 in wall mounted rack and one downstairs in the mail room.
- Install new vertical rack to install new switch in the mail room downstairs. Patch panel where existing power supply is mounted for fourteen (14) of the analog cameras over Cat6.
- Run two Cat6 cables: One from the rack in Suite 110 to main IDF through existing conduits. The second will be ran from the main IDF to the mail room where the analog camera power supply is located. This will allow for all cameras to be on the same network.
- Provide remote access with cloud services
- Test and demo Security Camera System.
- See images on the following two pages for new and existing alarm locations.
- Monthly monitoring fee: \$1,670.97

C24-_____

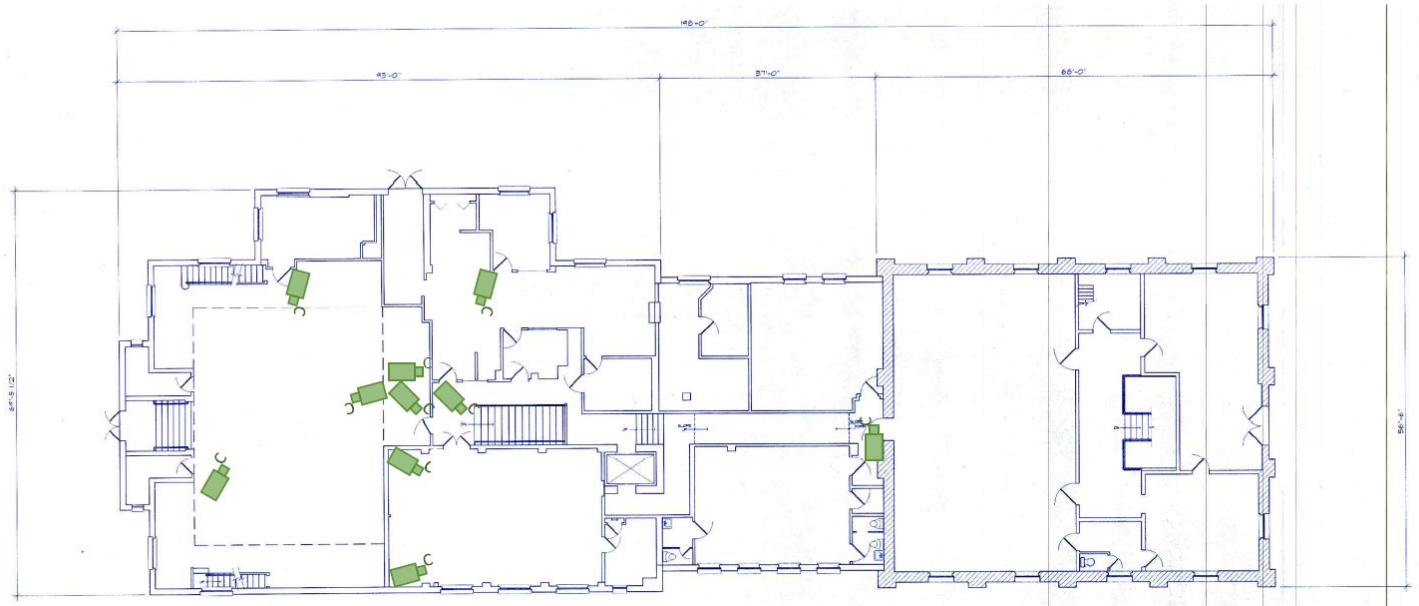
All camera locations and directions are approximate.

CH 1st Floor



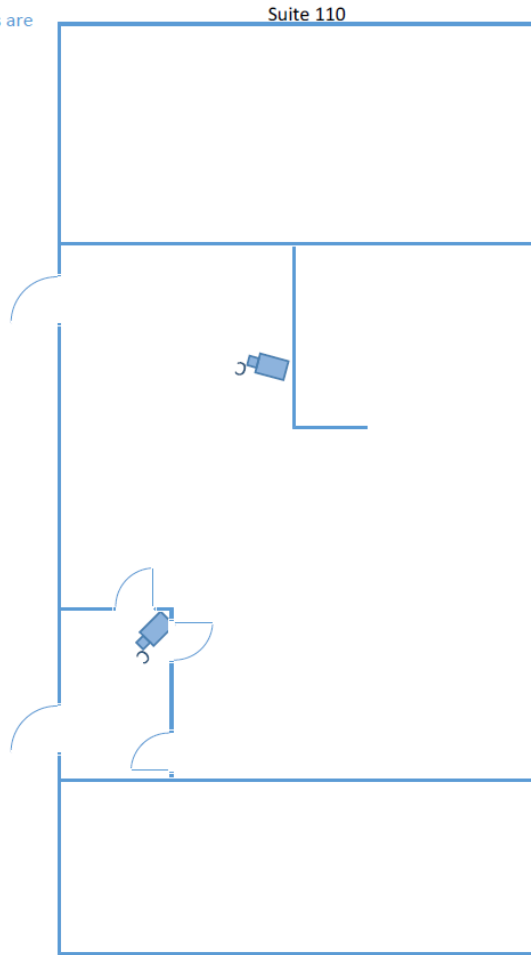
All camera locations and directions are approximate.

CH 2nd Floor



C24-_____

All camera locations and directions are approximate.



Attachment: Contract_Alarm & Security Camera Update [Revision 1] (10148 : Approve contract with Everon, LLC.)

BID WORKSHEET

Project A – Alarm System

NAME Everon, LLCADDRESS 4384 Enterprise PlaceCITY Fremont STATE CA ZIP CODE 94538 PHONE 925.381.0544DIR #: 19991115639 Contractor License # 1065604

ITEM	PRODUCT	PRICE
1	Alarm system hardware	\$ 1,890.31
2	Alarm system materials	\$ 112.53
3	Remote User Management, if applicable:	Included
4	Monthly recurring cost	\$ 81.95
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$ 175.25
SUBTOTAL		\$ 2,260.04
LABOR		\$ 4,533.44
GRAND TOTAL		\$ 6,793.48

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: ☒ YES ☐ NO

Signature


VENDORRobert Helena

Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 03 day of October, 2024.

Attachment: Attachment C Bid Worksheets (10148 : Approve contract with Everon, LLC.)

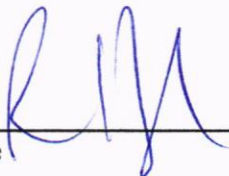
BID WORKSHEET

Project B – Security Cameras

NAME Everon, LLCADDRESS 4384 Enterprise PlaceCITY Fremont STATE CA ZIP CODE 94538 PHONE 925.381.0544DIR #: 19991115639Contractor License # 1065604

ITEM	PRODUCT	PRICE
1	Cameras	6,265.35 \$
2	Switches	1,362.12 \$
3	Vertical Rack	284.91 \$
4	Cat6 Cabling	1,413.82 \$
5	Additional Materials:	612.42
6	Monthly recurring cost	1,670.97
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$ 872.34
SUBTOTAL		\$ 12,481.93
LABOR		\$ 25,715.27
GRAND TOTAL		\$ 38,197.20

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: ☒ YES ☐ NO

Signature 

VENDORRobert Helena

Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 03 day of October, 2024

Attachment: Attachment C Bid Worksheets (10148 : Approve contract with Everon, LLC.)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Psynergy Programs, Inc. for residential care facility and specialty mental health services, effective September 1, 2024

Approve contract with **Psynergy Programs, Inc.** for residential care facility and specialty mental health services, effective September 1, 2024

Detailed Description/Background of request

Behavioral Health is requesting to enter into an agreement with Psynergy Programs Inc., to provide the County with residential care facility services and specialty mental health services.

Psynergy will provide services to individuals diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings. The goal is to assist individuals in Institution for Mental Disease (IMD) levels of care to step-down and transition back into the community. The objective of Psynergy services are to improve everyone's quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement.

Behavioral Health requests the term of the contract be effective from September 1st, 2024 through June 30th, 2027. The compensation is not to exceed \$150,000 per fiscal year.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons

Action for the Clerk

Please obtain signatures, number contract and forward to:

Lynda Kaufmann, Director of Government and Public Affairs
18225 Hale Avenue
Morgan Hill, CA 95037

ATTACHMENTS:

- Psynergy Programs Inc_Contract (DOCX)
- Exhibit A_Scope of Services (DOCX)
- Exhibit B_Rates (DOCX)
- Exhibit C_ISS Program Description (DOCX)
- Exhibit D_HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)

RESIDENTIAL CARE FACILITY SERVICES CONTRACT

This Residential Care Facility Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Psynergy Programs Inc. ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with residential care facility and specialty mental health services, as more specifically detailed in Attachment "A."
1. **Term:** This Contract shall begin on September 1, 2024, and shall continue through June 30, 2027.
2. **Compensation:** County will pay Contractor compensation in the amount not to exceed \$150,000 per fiscal year, as provided for in Attachment "B." 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. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

A. Invoices shall:

- 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
4. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
 - A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

- 5. Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A.** Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B.** Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C.** Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 6. Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.
- 7. Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
- 8. Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
- A. Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in

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

- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
 - 4) Providing that the insurer waives all rights of subrogation against County,

its elected or appointed officers, officials, employees, agents or volunteers;

- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

9. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.
10. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.
11. **Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.
12. **Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Colusa County Behavioral Health
Attn: Director
162 E. Carson St.
Colusa, Ca, 95932

If to Contractor: Psynergy Programs, Inc.
Attn: Lynda Kaufmann,
Director of Government and Public Affairs
18225 Hale Avenue
Morgan Hill, Ca, 95037

- 13. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 14. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 15. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 16. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 17. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 18. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon fifteen (15) days written notice of termination.
- 19. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

and effect and shall not be affected or invalidated.

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

- A. Attachment – Exhibit “A” - Scope of Services
- B. Attachment – Exhibit “B” - Rates
- C. Attachment – Exhibit “C” - (ISS) Program Description
- D. Attachment – Exhibit “D” - HIPAA Business Associate Addendum

COUNTY OF COLUSA

PSYNERGY PROGRAMS, INC.

Date: _____
Gary J. Evans, Chair

Date: _____
Signature

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Exhibit A
Scope of Services
Fiscal Year 2024/25 to 2026/27

I. Program/Project Overview:

Organization/Program Name: Psynergy Programs, Inc.

Contact Person & Information:

Name: Arturo Uribe, LCSW, President / CEO, Head of Service

Address: 18225 Hale Avenue, Morgan Hill, CA 95037

Phone: 408-497-9186

Fax: 408-762-7396

Email: auribe@psynergy.org

Name: Lynda Kaufmann, Director of Govt. and Public Affairs, Contract Manager

Address: 18225 Hale Avenue, Morgan Hill CA 95037

Phone: 408-833-5115

Fax: 408-762-7395

Email: lkaufmann@psynergy.org

Psynergy Residential Programs:

Nueva Vista Adult Residential Facility (72 beds)

18225 Hale Avenue, Morgan Hill CA 95037

Nueva Vista Sacramento (60 beds)

4604 Roosevelt Avenue, Sacramento CA 95820

Cielo Vista Adult Residential Facility (40 beds)

806 Elm Avenue, Greenfield CA 93927

Vista Esperanza RCFE (Residential Care Facility for the Elderly – 54 beds)

5240 Jackson Street, North Highlands CA 95660

Vista de Robles, Adult Residential Facility (80 beds)

9847 Folsom Blvd., Sacramento CA 95827

Vista de Robles, Intensive Support Services (12 beds)

9847 Folsom Blvd., Sacramento CA 95827

Tres Vista Apartments (6 beds)

18217 Apts # (200, 210, 220 and 230)

PSYNERGY PROGRAMS, INC

Exhibit A

Scope of Services

Attachment: Exhibit A_Scope of Services [Revision 1] (10159 : Approve contract with Psynergy Programs Inc.)

Hale Avenue, Morgan Hill CA 95037

Tres Vista Cottages I (5 Females) **NEW**
4612 Roosevelt Avenue
Sacramento, CA 95820

Tres Vista Cottages II (5 Males) **NEW**
4616 Roosevelt Avenue
Sacramento, CA 95820

PROGRAM INTENT AND GOALS AND DESCRIPTION OF SERVICES AND TREATMENT METHODS:

A. Program Intent and Goals:

The CONTRACTOR will provide services to individuals diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings. The goal is to assist individuals in Institution for Mental Disease (IMD) levels of care to step-down and transition back into the community with the support that has been demonstrated to be the most effective, using the Modified Therapeutic Community and Wellness and Recovery models.

General Program Description:

Overview:

The need to provide stable housing and effective clinical services for adults with severe mental illness remains a challenge for many COUNTY agencies. Psynergy Programs offers Adult Residential Facilities (ARF), Residential Care Facilities for the Elderly (RCFE) and outpatient mental health clinics in close proximity. CONTRACTOR has demonstrated that providing reliable adult residential home care in combination with intensive outpatient mental health services can help individuals with mental illness avoid the unnecessary expense and emotional trauma often associated with incarceration and hospitalization. CONTRACTOR provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. The program utilizes tenets of the Wellness and Recovery, Integrated Dual Diagnosis Treatment and Modified Therapeutic Community (MTC) treatment models, (Phase One, Two and Four). CONTRACTOR'S programs are an alternative to locked settings such as a State Hospital, Psychiatric Hospital, an IMD, a Psychiatric Health Facility (PHF) and Jail. The intent and goal of CONTRACTOR'S services is to improve everyone's quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement in the community.

A.1

RESIDENTIAL SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR provides Client Development Services to clientele residing in locked hospital settings. Prior to enrollment in Psynergy Programs, our Client Development Specialists work in partnership with clients, counties, hospitals and IMDs to help individuals become motivated and prepared to move into our programs. Motivational interviewing techniques are utilized to engage clients and to foster a treatment alliance that can be further developed in the therapeutic community. This multifaceted process facilitates community re-integration.

Residential Services – Upon Admission

CONTRACTOR provides Residential Services currently at six (6) sites, which are used in a step-down manner from locked settings, with a high level of support and services offered at all sites, Nueva Vista Morgan Hill, Nueva Vista Sacramento, Vista de Robles, Vista Esperanza, and Cielo Vista Greenfield. Counties initiate referrals to CONTRACTOR for clientele residing in state hospitals (Napa & Metro), Institutes for Mental Disease (IMD), Psychiatric Health Facilities (PHF), County Jails, or sub-acute crisis programs. CONTRACTOR also receives referrals from local community psychiatric hospitals, board and care homes or private parties in the community with the aim of providing stabilization from acute episodes of mental illness and helping individuals reintegrate into the community. CONTRACTOR provides an array of services that ensure client safety and that help individuals meet their basic needs in the least restrictive home-like setting possible. We foster community reintegration for many individuals that have previously resided in locked mental health facilities for extended periods of time.

Room and Board: Clients are provided with clean, comfortable, functional, and non-institutional living quarters, as well as attractive living areas, which contribute to the improvement of their mental and physical health and functioning.

Basic Services: The facility's Administrators and staff are actively involved in developing opportunities for residents to learn and practice independent living skills and responsibilities. This includes group activities and classes, "Leisure" and "Recreational", as well as opportunities to learn vocational skills. The primary goal is to assist residents to obtain skills needed to move to a less restrictive, more independent setting.

Specifically, our residential programs include the following:

- Orientation by staff and/or peers will be provided to each resident within three days of arrival.
- Attractive, clean and comfortable lodging.
- Three (3) nutritious and well-balanced meals and three (3) snacks daily.
- Weekly, and as needed, cleaning of the resident's room and bathroom by onsite housekeeping staff. Daily cleaning is provided for all incontinent individuals.
- Recreational, leisure and social activities.

- Bed linens and towels.
- A conveniently located phone available for resident's incoming personal and outgoing local personal calls.
- Limited individual storage space consisting of a closet and small dresser in resident's room for resident's own private use.
- Help with planning and arranging for transportation to local functions, churches and educational classes within a nearby radius.
- Observance of resident's general health.
- Updating of resident's Needs and Services Plan as frequently to ensure the Plan's accuracy and to document significant occurrences that result in changes in the resident's physical, mental, emotional and/or social needs.
- Consultation as needed with the resident's doctors about resident's general mental and physical health.
- Assistance as needed with obtaining linkage to medical care.
- Assistance as needed with taking prescribed medications in accordance with doctor's instructions unless prohibited by law or regulation.
- At the request of a majority of residents, assistance to residents in establishing and maintaining a resident-oriented facility council.
- CONTRACTOR provides all personal hygiene needs from dental floss to shampoo. When recommended by our Dental Hygienist electric toothbrushes are provided at no cost.
- CONTRACTOR provides Over the Counter (OTC) to all residents, at no cost to the individual or COUNTY. The following are provided by Psynergy: Headache - acetaminophen, aspirin, Motrin. Constipation - acetaminophen, ibuprofen, ASA. Diarrhea - Pepto Bismol, Imodium. Nausea and Upset Stomach - Tums, Maalox, Pepto Bismol

Care and Supervision: Adequate and highly competent, caring, and compassionate staffing will be provided 24/7 in order to help prevent crisis situations or other disruptions in client's lives that could lead to acute hospitalization or loss of housing. Our goal is to keep clients on track toward mental and physical health improvement. Night supervisory staff shall be awake in compliance to Regulation 85065.6(d).

Daily Activities Program: Our Daily Activities Program is designed to help clients improve their well-being and functioning. Program activities occur seven (7) days a week, featuring recreational and leisure activities. Program activities promote the development of personal interests and help residents to practice healthy lifestyles, social skills, positive coping strategies, accessing community resources and money management. The daily schedule of activities is developed and implemented by the facility's Program Manager. The facility Administrator, residential counselors, and clients will assist with some of the planned activities at times for all-facility engagement.

Recreational and Leisure Activities: Recreation is a vital aspect of maintaining a stable and healthy lifestyle. Families are invited and encouraged to join the residence at holiday events and residential celebrations. Recreational opportunities are offered on a daily basis. As our clients recover and benefit from our programs, we encourage them to access some of the community resources available to them in Morgan Hill, Greenfield and Sacramento. We promote participation in daily outings in the community, including walks in the surrounding neighborhoods, bike rides, visits to local festivals, visits to the library and outings to local restaurants with the aim of enhancing self-esteem, building social skills and instilling optimism about the future.

Holistic Health: The philosophy of our program is that sound nutrition and other measures to achieve good overall health help to facilitate recovery and stability. This program element provides weekly activities led by Psynergy staff members and topic experts, including:

- Nutrition - how to plan, procure and prepare nutritious meals that contribute to overall health
- Smoking Cessation
- Medication education
- Safe Sex and prevention of sexually transmitted diseases (STD's), including decision making and negotiating to achieve protected sex.
- Diabetes Awareness and management skills
- Healthy Habits, such as personal hygiene, use of sunscreen, good eating habits, weather-appropriate dressing

For diabetic clients and other clients whose health can be enhanced by following special diets, they will be assisted in special meal procurement and preparation. In addition, snacks will be available to meet their dietary needs. The facility is prepared and capable of offering vegetarian and allergy sensitive options.

Physical Fitness Program: Exercise contributes to the alleviation of stress, anxiety and depression, reduces the risks associated with cardiovascular disease and metabolic abnormalities, creates weight loss and promotes a healthy lifestyle. Psynergy staff members and residents provide daily exercise groups. Psynergy Adult Residential facilities provide residents with a local gym membership. Counselors help residents gain access to the gym and provide supervision and training to promote physical fitness.

Vocational Readiness: A sense of purpose can contribute to stabilization and recovery. This program allows clients to attain paid employment or meaningful volunteer work. A variety of vocational opportunities are provided to clients as part of the Daily Activities Program. The types of job opportunities offered include administrative work (i.e., constructing and making copies of fliers and distributing them), janitorial work, assisting in landscape maintenance and meal service. Residents are given a detailed description of the job and the skills it requires they apply and go through an interview to be awarded the job. They are given a stipend once they complete the job (in the form of gift cards so benefits are not jeopardized.) They are then shown the correlation between the task they performed and jobs in the real world. This helps them develop skills in an informal way and helps them develop a resume of marketable skills.

Peer and Family Support: Peer counseling and Leadership allows individuals to take a proactive role within the facility as well as in the lives of each other. This aspect of the program develops a sense of empowerment and leadership skills within the individual. A resident council is established to allow the residents as a whole to give voice to their opinions and ideas of the program and their needs. A volunteer sign up is established for those willing to provide assistance with leading groups, assist individuals to access community resources or to provide assistance to those clients with a lower functioning capability.

Psynergy recognizes the importance of supportive family connections to our client's recovery. Our programs provide family support and education to help family members develop their own coping and communication skills in order for them to better support their client/family member. Education and support are provided through recreational activities, family support groups, and facilitating linkages with NAMI. Visiting hours for friends and family are seven (7) days a week.

Linkage to Community Resources: Linkage to community resources is provided to help individuals who have just been discharged from locked settings integrate into the community. Linkage is also provided to those individuals that have progressed further in the recovery process and that are working toward more independence. Because the ultimate goal for each individual is to move into least restrictive living situation, it is important that the individual learn to access and utilize non-mental health services within the community. Referrals include schools, colleges, and other institutions for education; vocational programs, public transit, medical and dental services; cultural organizations, churches and places of worship; financial institutions, and government agencies.

LEVELS OF TREATMENT COMPLEXITY

A supplemental services patch rate will be determined and based on an individual's level of treatment complexity. Rates will be compatible with these terms reflected in Exhibit B.

CONTRACTOR will work in collaboration with the COUNTY case manager to determine Level I or Level II rate for each referred client. CONTRACTOR will utilize our Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool prior to admission. COUNTY staff and Psynergy staff both will provide input to determine the client's complexity level prior to admission to Psynergy Programs.

The client's complexity level will be reassessed every six months after admission using the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool. If there is a significant change in the level of functioning before the six-month period is over, CONTRACTOR and COUNTY case manager will establish a new benchmark assessment, using the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly.

Examples of some Level I and Level II complex care coincide with the specialized needs, reporting, and treatment requirements of the following client populations:

- 1) Individuals who have severe psychiatric conditions that require additional temporary assistance in monitoring medical issues or that need continued support and education to manage chronic medical conditions such as diabetes and chronic obstructive pulmonary disease (COPD).
- 2) Individuals with co-occurring disorders such as substance abuse, developmental delays or physical impairments that require linkage to specialized community resources or that may need various behavioral supports, including specialized health care, frequent one-to-one supervision and prompting to maintain a community placement.
- 3) Individuals requiring Restricted Health Care Plans, incontinent care (urinary and fecal), Diabetes and Insulin management, Colostomy care, Vitals, Oncology treatment and support, etc. significant medication management, crushed medication orders, medication adherence precautions, treatment supports, multiple medications, and supporting refusals with medication room staff interventions.
- 4) Individuals released from jail requiring additional support and reporting. Mental Health Diversion, PC1001.36, Registered Sex Offenders, Court Ordered Treatment (Assisted Outpatient Treatment (AOT), Laura's Law), CARE Act, Arsonists, Electronic monitoring devices, and Probation.

Intensive Support Services (ISS) Program.

- 5) ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.

Program intended for COUNTY clients who are discharged to CONTRACTOR from Psychiatric Health Facilities, Psychiatric Hospitals, State Hospitals, Crisis Stabilization Units, and Behavioral Health Units. Program may also be beneficial to COUNTY clients who are not thriving, relapsing or decompensating while admitted to CONTRACTOR residential programs.

Older Adult Program – Residential Care Facility for Elderly (RCFE)

Vista Esperanza is an all-inclusive full service, whole person care, program providing services to adults 60+ years, or younger if determined as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are risk of losing their community placement due to an ongoing chronic co-existing physical impairment.

Anticipated Outpatient Specialty Mental Health services will be eight to ten hours a month provided onsite from Psynergy Sacramento Clinic.

These older adults have had extensive histories of institutionalization or at high risk for a higher level of care, hospitalizations, unplanned emergency services and at high risk for skilled nursing care. Vista Esperanza provides 24-hour residential care, 24-hour nursing, full activities of daily living (ADL) support for stable yet medically fragile older adults as well as adults.

Clients will benefit from intensive case management preventing further deterioration of their condition and enhancing their capacity to remain in the least restrictive environment. The services are designed to maximize their participation in their recovery and enhance their quality of life while living in their community. If appropriate, Vista Esperanza will provide the setting for hospice care and end-of-life services in a dignified, safe, and supportive environment.

Comprehensive Whole Health Management

Providing medical and health support services not covered under traditional models, yet essential for persons to thrive in community settings.

- 1) 24 Hour nursing giving clients ability to move into an open community setting
- 2) Onsite Geriatric Nurse Practitioner
- 3) Services for medically fragile individuals
- 4) Individual therapy
- 5) Full ADL support
- 6) Comprehensive psychiatric services
- 7) Fulltime Occupational Therapist

Vista Esperanza may accept or retain persons with the following allowable health conditions provided all requirements in Title 22, Article 8 are met. The facility will make an assessment of its ability to comply with each specific requirement prior to accepting or retaining a client:

- 1) Individuals diagnosed with diabetes and requiring regular insulin-injections.
- 2) Individuals with stage 1 or 2 dermal ulcers.
- 3) Individuals with respiratory disorders requiring inhalers and other inhalation-assistive devices including C-PAP and BiPAP machines, humidifiers, dehumidifiers and nebulizers.
- 4) Individuals requiring Colostomy / ileostomy care.
- 5) Individuals with fecal impaction requiring digital removal, enemas, or suppositories.
- 6) Individuals with indwelling urinary catheter and requiring outpatient level catheter care.
- 7) Individuals with wounds that are unhealed, surgically closed and expected to heal.
- 8) Individuals with bowel and bladder incontinence
- 9) Limited beds for non-ambulatory clients

AGREEMENTS PROVIDED BY COUNTY PERSONNEL:

Admissions:

- 1) Copies of all benefit and insurance information prior to admission. See Exhibit B for persons without benefits and prevailing rates.
- 2) Individuals will arrive with two weeks of medication, Psynergy Physicians Report, Tuberculosis (TB) test within six (6) months.

- 3) Individuals will be transported by COUNTY personnel unless prior arrangements are made, (see Exhibit B1 for transportation rates.)
- 4) COUNTY will provide initial assessment and most recent assessment, with supporting documentation to the best of their ability.

Discharge

- 1) Two weeks' notice is required for discharge from Psynergy Programs to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.
- 2) Clients are discharged or transferred from CONTRACTOR'S Facilities when: the Client has successfully completed a treatment plan and no longer needs this level of residential care, the Client or their conservator requests a transfer or discharge, or the Client needs a higher level of medical or psychiatric care.

1.) Discharge Criteria

A.) The Client has demonstrated that they meet one or more of the following criteria listed below:

- 1) Client has met the criteria for discharge listed in their treatment plan.
- 2) Client has alleviated all crisis and/or other symptoms; or
- 3) Client has demonstrated ability to function in a less-restrictive environment.

(OR)

B.) The Client meets one or more of the following criteria listed below:

- 1) Client has demonstrated need for a higher level of medical or psychiatric care;
- 2) Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
- 3) Client has demonstrated threats and/or other dangerous behavior to other residents or staff;
- 4) Client has engaged in property damage or theft;
- 5) Client has brought contraband articles or material into CONTRACTOR'S Facilities and/or onto the CONTRACTOR'S property;
- 6) Client has engaged in drinking alcohol or using illicit drugs while residing at CONTRACTOR'S Facilities; or
- 7) Client has expired.

Residents that the county and/or conservator whose plan is to drop LPS Conservatorship, against the CONTRACTOR opinion or advise, must be moved to an in-county placement prior to the termination of LPS. This allows the county partners to support the client and be present if the client begins to destabilize.

A.2

**DESCRIPTION OF PSYNERGY PROGRAMS OUTPATIENT MENTAL HEALTH
CLINICAL SERVICES**

Organization/Program Name: Psynergy Programs, Inc.

Contact Person & Information:

Name: Arturo Uribe, LCSW, President and Chief Executive Officer

Address: 18225 Hale Avenue, Morgan Hill, CA 95037

Phone: 408-497-9186

Fax: 408-762-7396

Email: auribe@psynergy.org

Head of Service and License Type:

Arturo Uribe, LCSW

Contracts Manager:

Name: Lynda Kaufmann, Director of Government and Public Affairs

Address: 18225 Hale Avenue, Morgan Hill, CA 95037

Phone: 408-833-5115

Fax: 408-762-7395

Email: lkaufmann@psynergy.org

Physical Address of Medi-Cal Certified Sites:

Psynergy Morgan Hill
18217 Hale Avenue
Morgan Hill, CA 95037

Psynergy Greenfield
215 Huerta Avenue
Greenfield, CA 93927

Psynergy Roosevelt – Portable/Trailer
4604 Roosevelt Avenue,
Sacramento, CA 95820

Psynergy Folsom Sacramento
9343 Tech Center Drive
Suite 110
Sacramento, CA 95827

Attachment: Exhibit A_Scope of Services [Revision 1] (10159 : Approve contract with Psynergy Programs Inc.)

General Description

Overview:

Each of CONTRACTOR Outpatient Mental Health clinics will be Medi-Cal certified by each individual contracting COUNTY to ensure their specific conditions are met. Psynergy Programs Outpatient Mental Health Clinics will maintain its Medicare Certification and is responsible for updating its Medicare re-certification as required by Noridian. CONTRACTOR will collaborate with counties in regard to Medicare billing for Medi-Medi clients. This includes counties in Northern California, Central and Southern California.

Psynergy Programs Outpatient Mental Health Clinics Intent and Goals:

The overall goal of Psynergy Program Outpatient Mental Health Clinics is to provide Intensive Outpatient Specialty Mental Health Services, including medication support, individual therapy, group therapy, family therapy, rehabilitation, group rehabilitation, and targeted case management services. Psynergy ensures that individuals living in an adult residential facilities or independent/supportive accommodation successfully maintain their community placement by avoiding inpatient and high utilization of psychiatric hospitalizations. The clinical staff support successful transition back to their county of origin, a board and care home, independent living situation, or back to their family's home when appropriate. providing intensive Specialty Mental Health Services, we allow individuals the ability to:

- Cope effectively with life challenges and attain greater autonomy in community living.
- Experience a growing sense of trust, self-confidence and autonomy in their lives and relationships.
- Develop innate capabilities and practical skills necessary to create and sustain a healthy lifestyle.
- Utilize capabilities and skills to move in a positive direction in life and to satisfy basic needs.

Success at each clinical site is measured by the number of days that individuals remain in their residences and out of locked settings, as well as helping individuals successfully transition back to their home counties. Success is also measured by ability and responsibility of attending their own psychiatric and individual therapy appointments. Other objectives we measure and track as part of our level system include:

- Reduction in intensity and frequency of psychiatric symptoms.
- Improvement in functioning in various life domains, including health, daily activities, social relationships, and living arrangement
- Total days of abstinence and reduction in frequency of substance use as observed and reported by residential staff to clinical staff and indicated by toxicology reports.

INTEGRATED DUAL RECOVERY TREATMENT

CONTRACTOR'S outpatient clinics mental health, substance abuse and physical health treatments are integrated within one comprehensive program that is designed to enable individuals

PSYNERGY PROGRAMS, INC

Exhibit A

Scope of Services

to actively participate in their recovery process by developing the skills and capabilities necessary to maintain a healthy lifestyle. In CONTRACTOR'S integrated dual recovery model, mental illness, substance abuse, and physical illnesses are not regarded as separate problems, but rather are holistically viewed as the primary focus. Each participant is encouraged to engage in meaningful work, education, recreation and leisure activities and to develop a capacity for independent living.

Comprehensive Clinical Services

CONTRACTOR'S comprehensive clinical services are aimed at helping participants to overcome the physical, emotional, cognitive and social challenges imposed by mental illness, substance abuse, and physical illnesses. CONTRACTOR'S integrated dual recovery program includes the following services:

1. Assertive Community Treatment
2. Coping Skills Training
3. Healthy Lifestyle Training
4. Social Skills Training
5. Supported Employment
6. Specialty Mental Health Services

Practice Evidence Based Treatment Approaches.

- a) Cognitive Behavioral Therapy (CBT) – focuses on strengthening the understanding between thoughts, emotions and behaviors, while reducing maladaptive thinking patterns that impede desirable goals.
- b) Dialectical Behavioral Therapy (DBT) – focuses on similar goals as CBT and adapted for those with strong emotions. DBT assists in increasing acceptance and balancing change-oriented thinking
- c) Motivational Interviewing (MI)—uses empathic listening to explore intrinsic motivation and to build on strengths.
- d) Modified Therapeutic Community—use of peers and counselors as positive role models. Focuses on building self-awareness, social skills and social support.
- e) Behavioral Therapy/Contingency Management—uses positive rewards/incentives. Focuses on establishing goals and rewarding small steps toward achieving goals.
- f) Psychopharmacology—use of medication to stabilize symptoms.
- g) Case Management—focuses on helping individuals gain and maintain linkage basic needs and community resources.
- h) Matrix Model —integrates mutual self-help, CBT and Motivational therapy. Focuses on fostering strong therapeutic relationships, coping skills, social skills, abstinence from substance use and relapse prevention.

General goals of Dual Recovery Treatment

1. Help individuals achieve abstinence/self-control.
2. Foster behavioral changes that support abstinence/self-control, including harm reduction techniques

3. Improve problem solving and coping skills.
4. Identify and address a wide range psychosocial problems (housing, employment, education, social/family relationships).
5. Develop a positive family/social support network.
6. Facilitate active participation in mutual self-help, 12-step programs.

Recovery Path

In addition to the goals of Dual Recovery Treatment, Psynergy provides a comprehensive and integrated plan in addressing active substance use by individuals residing at Psynergy Programs, called the Recovery Path. The Recovery Path includes the below interventions for 6-8 weeks to address acute substance use during an individual's stay:

- a) Intensified staff support within residential care,
- b) Intensified frequency of clinical treatment, including individuals and medication appointments,
- c) Enrollment in specific group therapy and rehabilitation services to address the individual's current stage of change,
- d) Additional consultation with collateral support systems, and
- e) Linkage to additional resources to assist the individual's recovery journey.

Specialty Mental Health Services:

CONTRACTOR provides intensive outpatient mental health service in accordance with Short-Doyle Medi-Cal and Medicare services standards and billing practices. Specific services include:

1. **Assessment:** A service activity which may include a clinical analysis of the history and current status of a client's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures. This will be completed within three days..
2. **Plan Development:** Involves the development and approval of client's care plan, problem list, and monitoring of client progress.
3. **Therapy:** Focuses primarily on symptom reduction through therapeutic interventions as a means to improve functional impairments. This service activity may be delivered to an individual or group of clients and may also include family therapy.
4. **Collateral:** Contact with one or more significant support persons in the life of the beneficiary with the intent of improving or maintaining the mental health status of the beneficiary. Collateral services include, but are not limited to, helping significant support persons to understand and accept the beneficiary's condition and involving them in service planning and implementation of the service plan(s).
5. **Rehabilitation:** Service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a resident's functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and /or medication education. Rehabilitation activities are usually face-to-face or by telephone with the resident and may be provided in the office or in the community.

6. **Targeted Case Management:** Services provided to assist a consumer with accessing medical, educational, social, prevocational, or rehabilitative services. The service activities include interagency and intra-agency consultation, communication coordination and referral; monitoring service delivery to ensure client access to services and service delivery system; and monitoring of the client's progress and any plan development regarding referrals and linkage to services.
7. **Crisis Intervention:** Crisis intervention is an immediate emergency response that is intended to help the client cope with a crisis (e.g., potential danger to self or others, potentially life altering event; severe reaction that is above the client's normal baseline).
8. **Medication Support:** Services that include the administering, dispensing, and monitoring of psychiatric medications provided by staff person within the scope of his/her profession; services are necessary to alleviate the symptoms of mental illness.

Tres Vista Apartments Assertive Community Treatment & Supported Accommodations

Our Assertive Community Treatment (ACT)/Supported Accommodation Program (SAP): Tres Vista Apartments provides the right combination of Services and Supports. We incorporate evidence-based practices as well as draw from therapeutic community and psychosocial rehabilitation models.

Psynergy adopted the Modified Therapeutic Community (MTC) model to specifically address acute psychiatric symptoms, cognitive impairments, and reduced level of functioning of individuals struggling with the debilitating effects of mental illness, dual substance use disorders and co-morbid health conditions. In partnership with the MTC model, Psynergy has adapted an ACT model that reflects individuals being supported in the community, and also by creating community.

Working in partnership with clients, our three program phases help individuals move into community settings and culminate with a "Live Out" re-entry program called Tres Vista Apartments.

MODIFIED THERAPEUTIC COMMUNITY: PSYNERGY'S THREE PROGRAM PHASES

	ONE	TWO	THREE
PHASE	Admission: Client Development Services	Primary Treatment: Nueva Vista	Live Out Re-entry: Tres Vista Apartments
FOCUS	Assessment, Engagement, Orientation	Awareness, Change	Adjustment, Productivity

The Services and Supports provided by our professional staff help individuals learn to meet basic needs, develop new skills, increase social support, become a responsible member of the community and live a healthy and productive lifestyle.

PSYNERGY PROGRAMS, INC
Exhibit A
Scope of Services

The emphasis of “Living Out” within the community is on experiencing enjoyment and satisfaction in the “here and now,” independent problem solving, and taking action to achieve personal goals.

Description of Living Accommodations

Shared Living Unit: Individuals are provided with a completely furnished and equipped apartment in a shared apartment, house, or studio. Amenities include all furnishings, refrigerator, microwave, stove, cable television, kitchenware, cooking utensils, and linens.

Meals and Snacks: Individuals are invited to the community kitchen and given the option to enjoy a nutritious breakfast, lunch, and dinner. Individuals may elect to customize their meal service by preparing certain meals and eating privately in their own living unit if preferred. Tenants are required to attend at least one of the main meal services per day of their own choosing in the main residential facility (lunch or dinner.) This ongoing engagement demonstrates community inclusiveness.

Utilities: the cost of all utilities are included as part of the base rent.

Weekly Housekeeping: Tenants are required to keep their living quarters in a sanitary and orderly condition. Psynergy provides a housekeeper once per week to assist with maintaining the living unit in a clean and sanitary condition.

Laundry Facility: Tenants are required to maintain their clothing in a neat and clean condition. Tenants may use the clothes washer and dryer provided on site free of charge. Tenants must purchase their own laundry detergents and other laundry supplies.

Services and Support: Psynergy staff members are available to conduct “check-ins” with clients on a daily basis to monitor the client’s condition and to provide appropriate support to ensure the client’s safety and stability.

Description of Clinical Services and Supports

Recreational Activities: Tenants are encouraged to participate in recreational activities occurring on a daily basis within the main residential facility. Activities are designed to promote development of social skills, interest in hobbies and enjoyment of leisure time, while decreasing stigmatization and social isolation. Activities include staff supervised outings to the library, movies, parks, recreational sites and community events.

Psychosocial Rehabilitation Classes: Our psycho-educational classes are wellness and recovery oriented and are designed to promote adoption of a healthy lifestyle through the development of life skills. Areas of focus include positive coping skills, effective communication, symptom management, relapse prevention, medication management and social skills.

Independent Living Skills Group Training: Tenants are encouraged to participate in independent living skills group training, which occurs daily within the main residential facility. Topics of independent living skills group training include money management, budgeting, shopping, cooking, personal health, nutrition, exercise, personal hygiene, and grooming.

Psychiatric and Medication Services: Psychiatric services are provided at Psynergy’s outpatient clinic, which is located on campus adjacent to the main facility. The regularly scheduled frequency of psychiatric visits is either two times per month or once per month, depending on client need and stage of treatment. Unscheduled emergency visits with the psychiatrist may occur as needed. The duration of each regular psychiatric visit is typically 30 minutes, depending on the nature and purpose of the visit.

Exhibit B

**Fiscal Year 2024-25
Inclusive Residential and Specialty Mental Health Services**

Psynergy Programs (“CONTRACTOR”) utilizes a braided funding approach to maximize local resources when serving consumers in residential settings. We co-locate our licensed residential facilities adjacent or close to our outpatient clinics. These modified therapeutic communities allow for client-centered treatment in healing environments.

Residential Services & Clinical Mental Health Services

Supplemental Rates for all Adult Resident Facilities (ARF) aka Augmented/Enhanced Board and Care, and approximately 13 hours of face-to-face mental health services each month (\$128 per day)

General community services and supports for individuals living in a residential setting diagnosed with SPMI (Severe Persistent Mental Illness) Dual Diagnosis Substance Use, or Co-Morbid Illnesses.

<i>Day Rate for Complexity Level I</i>	<i>\$309.70 per client day</i>
<i>Day Rate for Complexity Level II</i>	<i>\$280.30 per client day</i>
<i>Day Rate for Intensive Support Services</i>	<i>\$426.07 per client day</i>

All Inclusive Program Rates for Vista Esperanza RCFE

Supplemental Day Rate Patch for clients with benefits:

<i>Day Rate for Inclusive Whole Person Care</i>	<i>\$381.84 per client day</i>
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Unbenefited Clients without SSI.

If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. monthly residential board and care rate is currently \$1,398.07 per month and is updated and increased every January 1st annually. **Additionally, the COUNTY will pay \$3.00 per day for Personal Needs for the client.** It is the responsibility of the client’s conservator to reimburse the county funds paid for on behalf of the client.

COUNTY will advise contractor if there is a change in payee or representative payee.

Rates for Tres Vista, Supported Accommodations / Independent Living

General community services and supports for individuals living in an unlicensed, independent setting experiencing mental distress, substance abuse and co-occurring medical diagnoses. All meals, groups and recreational activities are included. Application and Program Agreements must be reviewed with COUNTY prior to admission.

<i>Day Rate for Individuals with Benefits</i>	<i>\$188.44 per client day</i>
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Bed Hold

Requests for bed holds will be made on an individual basis by COUNTY with a maximum hold of five (5) days, unless prior arrangements are discussed. The Bed Hold rate will be at the client level of service, or all-inclusive rate, when they left for the Bed Hold, Level I or Level II.

Transportation

Admission, Conservatorship Hearings, Discharge to Lower Level of Care Transportation

When possible, with available staffing, CONTRACTOR will pick-up new admissions from placements upon request from COUNTY. From the residence, to the destination, and return in a Psynergy Program insured car and driver rate is \$55.00 per hour plus mileage. Beginning on January 1, 2024, the standard mileage rates for the use of a car, van, pickup or panel truck will be: 67 cents per mile for business miles driven, and is subject to change as the IRS updates annually.

In the event the client is being transported to a higher level of care, when safe and appropriate, additional staff will be charged the same rate of \$55.00 per hour. If the roundtrip mileage is 200+ there may be additional costs incurred, hotel for staff, meals, additional staff to avoid driver fatigue.

Driver will ensure the safety and supervision of individuals, ensure admission paperwork and medications are in order, meal provided, hydration, cigarette breaks if so required.

Enhanced Support and Supervision

CONTRACTOR will provide individual support and supervision with prior authorization from COUNTY.

The rate for Enhanced Support and Supervision is \$45 per hour in 15 minute increments.

Examples of individual support and supervision, but not exhaustive, are:

Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment. Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.

Individual support (1:1) for clients diagnosed with SPMI and Intellectual Disabilities that without this individual support are placing their housing at risk with the escalation of symptoms and behaviors. Extra support for hygiene and ADL's if required.

Bereavement support for individuals attending funeral or memorial of a loved one, including the transportation.

Isolation Support Services

If a resident has been ordered to stay in their room due to COVID, or other transmissible disease or diagnosis, precautions, or exposure we will be charging a rate of \$100.00 per diem for room support, bed side support, medication delivery, 1:1 support as needed. This allows the facility to bring in temporary and on-call staff for support and supervision.

Exhibit C
Intensive Support Services (ISS)
Program Description

The Intensive Support Service (ISS) offered by Psynergy is intended as a short-term intervention to support individuals with complex care needs in an outpatient setting. This is accomplished through higher levels of observation and an IOP-level of clinical and residential support with clinically led groups focused on medication management, stabilizing symptoms and reducing maladaptive behaviors that jeopardize housing in the larger milieu.

Location and Physical Environment

The ISS program is a 12-bed alarmed residential program within the larger Vista de Robles Adult Residential Facility (ARF). Although operating under the same ARF license, the ISS Program is separately staffed to provide a much higher staff-to-client ratio of 1:6 that helps provide not only more constant supervision and support but also increased therapeutic contact and treatment to help clients integrate or re-integrate back into the larger ARF setting. The alarmed doors allow staff to provide expedient interventions that help prevent elopement and reduce the likelihood of drug use or engaging in other maladaptive behaviors. Access to the community is supervised while at the ISS Program.

Eligibility

Clients at the ISS Program may be referred as “New” clients to Psynergy requiring more support as they transition to an open community campus or as “Existing” clients and as an intervention to help prevent hospitalization and/or eviction of current clients. Case Managers and/or the client’s Conservator may recommend their clients for this service prior to admission and/or discharge. Facility Administrators may also offer this as an option if they believe the client’s behavioral and/or other support needs are short-term and that the client would benefit from this higher level of service.

Length of Stay

Clients in the ISS Program will be assessed on a weekly basis to determine readiness to transfer to the larger campus. Recommendations to continue ISS level of service will be authorized by the County Contract Manager and/or her/his designee.

ATTACHMENT D

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. “Data Aggregation” shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

- legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify contract with O'Neil Law Firm, Inc. for minor's counsel representation.

Ratify contract with **O'Neil Law Firm, Inc.** for minor's counsel representation.

Detailed Description/Background of request

John E.B. Myers has been representing Colusa County minors in juvenile dependency matters for more than a decade. He notified the County and the Court of his decision to retire as minor's counsel by this end of this year. County Counsel spent several months identifying qualified individuals who may be able to serve in this role and coordinated with the Court to find a replacement. Mr. O'Neil Dennis has been a practicing attorney since 2008 and has experience representing parents and children in dependency court.

County Counsel administers the contract for an attorney to serve as minor's counsel and be appointed to represent minors in the juvenile dependency matters and the court pays for the costs associated with the minor's counsel. Minor's counsel represents minors and non-minor dependents in all aspects of juvenile dependency cases, representing their interests and advocating on their behalf. The court has asked for a one year term, with the option to extend the contract one additional year. The monthly compensation will not exceed \$3000 per month.

Due to the urgency, the Purchasing Agent signed the contract and now staff is asking that it be ratified.

Prior Board Action

None.

Fiscal Impact/Funding Source

No impact to the County General Fund. The Superior Court pays for this cost, however the County must hold the contract.

Action for the Clerk

Number contract and file in Laserfiche.

Action Item (ID # 10160)

Meeting of November 12, 2024

ATTACHMENTS:

- O'Neil Law Firm Contract_Minor's Counsel (PDF)

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Minor's Counsel Contract

This professional services agreement for representation of minors and non-minor dependents in juvenile dependency matters contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and O'Neil Law Firm, Inc., a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with legal representation of minors and non-minor dependents in juvenile dependency cases under Welfare and Institutions Code section 300 et seq., as more specifically detailed in Attachment "A."
2. **Term:** This Contract shall begin on November 1, 2024 and shall continue through October 31, 2025. The parties shall may extend the contract for an additional one (1) year term. The parties may further extend the term of the Contract by way of a written amendment.
3. **Compensation:** County will pay Contractor compensation not to exceed \$3,000 per month. 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.

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- 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.

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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 one million dollars (\$1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

- 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
- 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

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agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 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

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

If to County: Colusa County Counsel
605 Jay Street
Colusa, CA 95932

If to Contractor: O'Neil G. Dennis
O'Neil Law Firm, Inc.
385 Grand Ave, Ste. 300
Oakland, CA 94610

- 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.

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

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

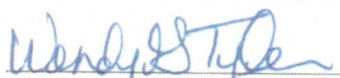
B. By County without cause upon sixty (60) days written notice of termination.

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

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

A. Attachment "A"

COUNTY OF COLUSA

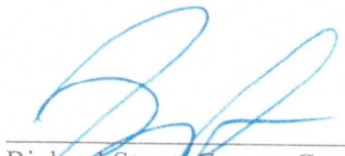
 Date: 10/21/24
Wendy G. Tyler, CAO

O'NEIL LAW FIRM, INC.

 Date: 10.22.24
Signature

O'NEIL DENNIS, President
Printed Name and Title

APPROVED AS TO FORM


Richard Stout, County Counsel

Attachment: O'Neil Law Firm Contract_Minor's Counsel (10160 : Ratify contract with O'Neil Law Firm, Inc.)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Swierstok Enterprise Inc., dba Pro Builders for the replacement of one window on the second floor of the Historic Courthouse located at 546 Market St., Colusa.

Approve contract with **Swierstok Enterprise Inc., dba Pro Builders** for the replacement of one window on the second floor of the Historic Courthouse located at 546 Market St., Colusa.

Detailed Description/Background of request

The Building and Grounds Department, along with the Courts are requesting the replacement of a window and related repairs on the second floor of the historic courthouse.

A Request for Bid (RFB) was issued and two responsive bids were received as follows:

Pro Builders	\$15,821.88
Pro-Ex Construction	\$18,596.30

The bids have been reviewed by the Assistant CAO and Maintenance Supervisor with the recommendation to award the bid to Swierstok Enterprise Inc., dba Pro Builders.

Prior Board Action

RFB was approved on September 17th, 2024

Fiscal Impact/Funding Source

Funded through the Courthouse Construction Fund.

Action for the Clerk

Please number contract, obtain signatures, forward to Pro Builders and register the project with DIR.

Pro Builders
7030 Drywood Way
Orangevale, Ca, 95662

Action Item (ID # 10174)

Meeting of November 12, 2024

ATTACHMENTS:

- Contract_Swierstok Enterprise Inc. (DOCX)
- Attachment B_Bid Worksheet (PDF)

Window Replacement Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Swierstok Enterprise, Inc., dba Pro Builders ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to replace one window on the second floor of the Historic Courthouse located at 547 Market St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.
2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than March 31, 2025.
3. **Compensation:** County will pay Contractor compensation not to exceed \$15,821.88 as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

- A. **Retention for Contracts that Exceed \$5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed \$5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.
4. **Method of Payment:** At the completion of the project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

A. Invoices shall:

- 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding

professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
 - A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.
 - B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
 - C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000 for each accident for bodily injury or property damage.
 - D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as

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

- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San

Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

- 13. Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds \$25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.
- 14. Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.
- 15. Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.
 - A.** Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.
 - B.** Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of \$100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.
 - C.** Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.
- 16. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.
- 17. Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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

	County of Colusa
If to County:	547 Market St., Suite 102
	Colusa, Ca, 95932
	Swierstok Enterprise Inc., dba Pro Builders
If to Contractor:	7030 Drywood Way
	Orangevale, Ca, 95662

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

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

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

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

23. Assignment & Subcontracting: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

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- B.** By County without cause upon 15 days written notice of termination.
- 25. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
- 26. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:
- A.** Attachment "A" Scope of Work
 - B.** Attachment "B" Bid Worksheet

COUNTY OF COLUSA

 Gary J. Evans, Board Chair

**SWIERSTOK ENTERPRISE INC., DBA
PRO BUILDERS**

 Signature

 Printed Name and Title

APPROVED AS TO FORM**ATTEST:** Wendy G. Tyler, Clerk of the Board
of Supervisors

 Richard Stout, County Counsel

By _____
 , Deputy

Attachment A Scope of Work

The Contractor is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

- Contractor will remove old existing single hung window from opening.
- Contractor will fix all dry rot in the bottom corner of sill and jamb so that the new window can be installed. Additionally, all other areas found from removal of window will be repaired.
- New window to be installed will be a picture window at the top and a single hung below. The glass is to be Low-E rated.
 - Overall dimensions: Rough measurement (138" x 46 5/8"). Picture window and single hung windows to be roughly the same size.
- Frame of window to be green to match the existing trim as close as possible.
- Window to be installed in a block framed wall.
- Contractor will be responsible for any touch ups that may occur in this process, being less intrusive is key on this job.
- Contractor will be required to have a safe and secure work site as we will not be shutting down the courthouse for this process. Noise needs to be kept to a minimum.
- NOTE: window will have to be removed and installed from the outside as there is a drop ceiling installed in the office that the window needs to be fixed in. No access to remove glass from the inside. Contractor will be responsible for any lifts and or machinery to get to the second story for the safe removal and install of this project.
- On October 10, 2024, an instant lead surface test kit was performed by County Maintenance staff on the paint utilized on the exterior window trim. The result came back with what we interpret as positive. The kit used was Pro-Lab Instant Lead Surface Test Kit.

BID WORKSHEET **Window Replacement at the Historic Courthouse**

NAME Swierstok Enterprise Inc., dba Pro Builders

ADDRESS 7030 Drywood way

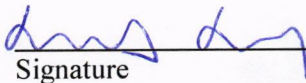
CITY Orangevale STATE CA ZIP CODE 95662 PHONE 916.225.0373

DIR #: 1000005478 Contractor License # 884897

ITEM	PRODUCT	PRICE
1	Window	\$ 2,900.00
2	Installation materials	\$ 850.00
3		\$
		\$
CA SALES TAX 7.25% ON APPLICABLE ITEMS		\$ 271.88
SUBTOTAL		\$ 4,021.88
LABOR (NORMAL BUSINESS HOURS)		\$ 11,800.00
LABOR (WEEKEND HOURS)		\$
GRAND TOTAL		\$ 15,821.88

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES _____ NO

VENDOR


 Signature

Sebastian Swierstok
 Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 22nd day of October, 2024.

Attachment: Attachment B_Bid Worksheet (10174 : Approve contract with Swierstok Enterprise Inc., dba Pro Builders)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Precision West Telecommunications, dba Precision West Technologies for procurement and installation of door access controls located at 162 E. Carson St, Colusa.

Approve contract with **Precision West Telecommunications, dba Precision West Technologies** for procurement and installation of door access controls located at 162 E. Carson St, Colusa.

Detailed Description/Background of request

The Behavioral Health Department is requesting for the addition and relocation of door access controls in their office located at 162 E. Carson St., Colusa.

One responsive bid was received as follows:

Precision West Telecommunications, dba Precision West Technologies \$6,804.55

The bid was reviewed by the Assistant CAO, Maintenance Supervisor and IT Director with the recommendation to award the contract to Precision West Technologies.

Prior Board Action

RFB was approved on September 17th, 2024.

Fiscal Impact/Funding Source

Budgeted. 279-57199-279

Action for the Clerk

Please number contract, obtain signatures, forward to Precision West Technologies and register the project with DIR.

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

ATTACHMENTS:

- BH_Door Access Controls_Contract (DOCX)

Action Item (ID # 10175)

Meeting of November 12, 2024

- Attachment B_Bid Worksheet (PDF)

Door Access Controls Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Precision West Telecommunications, dba Precision West Technologies Inc. ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with door access controls located at 162 E. Carson St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.
2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than February 28, 2025.
3. **Compensation:** County will pay Contractor compensation not to exceed \$6,804.55 as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.
 - A. **Retention for Contracts that Exceed \$5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed \$5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.
4. **Method of Payment:** At the completion of the project, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.
 - A. **Invoices shall:**
 - 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
 - A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.
 - B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
 - C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000 for each accident for bodily injury or property damage.
 - D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

- 13. Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds \$25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.
- 14. Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.
- 15. Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.
 - A.** Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.
 - B.** Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of \$100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.
 - C.** Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.
- 16. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.
- 17. Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.
- 18. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either

served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932

If to Contractor: Precision West Technologies Inc.
4231 Pacific St., Suite 3
Rocklin, Ca, 95677

- 19. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.
- 20. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 21. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 22. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 23. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 24. Termination:** This Contract may be terminated for the following reasons:
- A.** Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon 15 days written notice of termination.

C24-_____

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

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

- A. Attachment "A" Scope of Work
- B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

**PRECISION WEST
TELECOMMUNICATIONS, DBA
PRECISION WEST TECHNOLOGIES**

Date: _____

Gary J. Evans, Board Chair

Date: _____

Signature

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By

Ann Nordyke, Deputy

**Attachment A
Scope of Work**

C24-_____

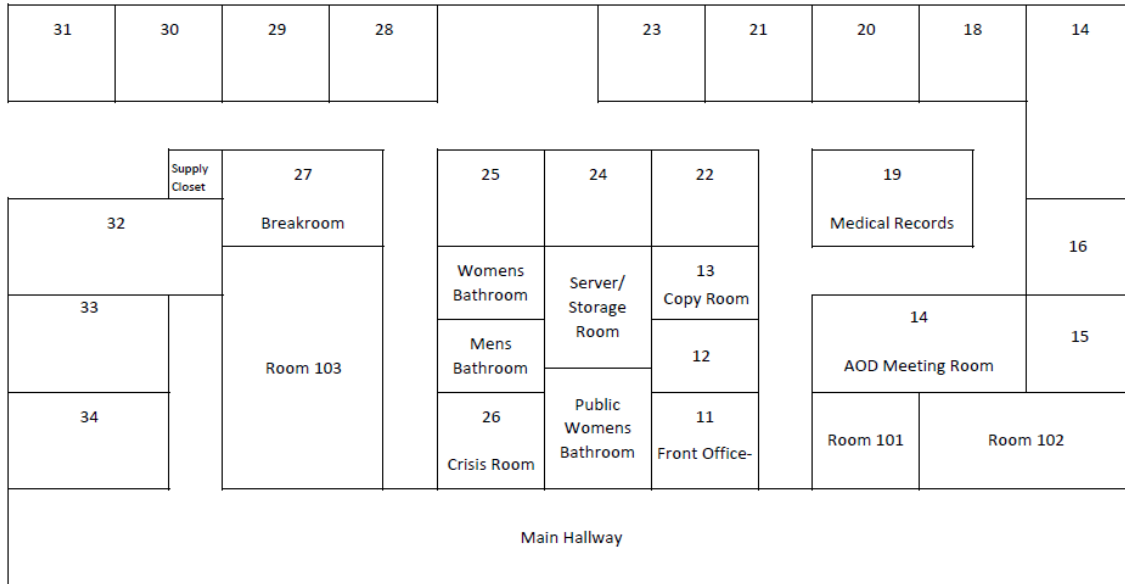
The Contractor is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

Statement of Work	Contractor will install (1) new (4) door access control panel in the existing computer room. Contractor will relocate (1) access control from Room 52 to NE exterior door. Contractor will install (1) new access control at Room 11.
Linear 4 Door Access Control Panel	EXN-4M: EMERGE ELITE 4-DOOR EXPANSION NODE
Linear Mullion Reader	2-N-1PROXHAF; 2NA PROX READER 125KHZ,HAF,BLK 620-100451
8 Channel Power Supply Securitron	SCT-0004-AQD6 SCT-0010-PDB-8C8R1
Door Hardware Taxable	Cylindrical Lock Electrified Power Hinge
Access Control Cable	Access control cable 22/6 STRD SHLD CL2/CMR GRY
EZ-Path Series 22 fire-rated pathway device kit	EZ-Path Series 22 fire-rated device kit – includes one series 22 device (1.5 in. x 1.5 in. x 10.5 in), one pair (2) wall plates and labels EZD22
½ in. x 1 ft. Electric Metallic Tube (EMT) Conduit	½ in. x 1 ft. Electric Metallic Tube (EMT) Conduit
Miscellaneous	Miscellaneous fittings, mounting hardware, cable ties, etc.

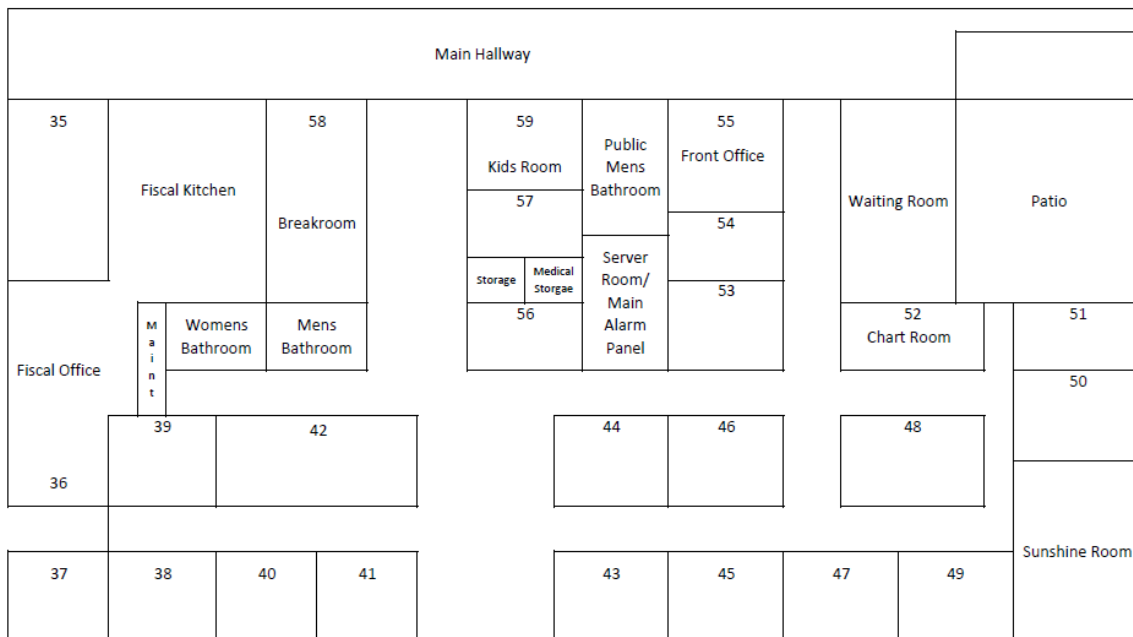
All work will be done at Behavioral Health Services located at 162 E. Carson St., Colusa, Ca. The building layout is provided on the following page.

C24-_____

**Behavioral Health
Building Layout
North Side (Side A)**



**Behavioral Health
Building Layout
South Side (Side B)**



BID WORKSHEET

BH Door Access Controls

NAME Precision West Telecommunications dba Precision West TechnologiesADDRESS 4231 Pacific St, Suite 3CITY Rocklin STATE CA ZIP CODE 95677 PHONE 916-660-9828DIR #: 1000002704 Contractor License # 594069

ITEM	PRODUCT	PRICE
1	Access Controls/Panel	\$ 2,604.76
2	Miscellaneous Material	\$ 250.00
		\$
		\$
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$ 249.79
SUBTOTAL		\$ 3,014.55
LABOR		\$ 3,700.00
GRAND TOTAL		\$ 6,804.55

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS
 STATED ON PAGES 5 & 6: _____ YES ☒ NO

VENDOR

Signature

Mark Savickas President
 Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 17th day of October, 2024.

Attachment: Attachment B_Bid Worksheet (10175 : Approve contract with Precision West Telecommunications, dba Precision West

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted
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None

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with All About Construction and Electrical, LLC for barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theater Rd., Williams, Ca.

Approve contract with **All About Construction and Electrical, LLC** for barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theater Rd., Williams, Ca.

Detailed Description/Background of request

The vehicle entry gate into the Migrant Housing Center is currently not functional due to the age of the gate and normal wear and tear. They are requesting the procurement and installation of barrier arm operators and vehicle detection loops at the Migrant Housing Center located at 400 Theater Road, Williams, Ca.

The Migrant Housing Center was awarded \$1,874,500 in March 2022 from the Office of Migrant Services (OMS) to rehabilitate the center which services as temporary rental housing for migratory agricultural families. Prior projects have included the installation of mini splits for heating and air, parking lot renovation, remodel of the laundry room facility and new parking lot lights. The remaining funds in the amount of \$97,000 must be expended by March 31, 2025.

A request for bid (RFB) was issued and two responsive bids were received:

All About Construction and Electrical, LLC	\$24,990.00
Swierstok Enterprise Inc., dba Pro Builders	\$88,137.50

Because the two bids received were so different in costs, Pro Builders was contacted for additional information regarding their bid. Their increased labor costs accounted for pavement work such as saw cutting, excavation, backfill and paving that they explained may be a necessary expense. This work is not necessary, and was not identified in the scopes of work in the bid documents.

Assistant CAO, Director of Migrant Housing, Maintenance Supervisor and Purchasing Agent reviewed the bids and recommend awarding the contract to All About Construction and Electrical, LLC.

Prior Board Action

The Board of Supervisors approved the Request for Bid on October 1, 2024.

Fiscal Impact/Funding Source

016-50209-477. No impact to the general fund. This project is funded by Rehab Funds awarded from OMS.

Action for the Clerk

Please obtain signatures, number contract, register project with DIR and forward to:

All About Construction and Electrical, LLC
8325 Crater Hill Rd.
Newcastle, Ca, 95658

ATTACHMENTS:

- Contract_Migrant Housing_Barrier Arm Operators (DOCX)
- Attachment B_Bid Worksheet_All About Construction and Electrical LLC (PDF)

Procurement and Installation of Barrier Arm Operator

This public works construction contract (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and All About Construction and Electrical, LLC (“Contractor”), a California Limited Liability Company. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theatre Rd., Williams, Ca as more specifically detailed in Attachment “A.” Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.
2. **Term:** All work under this contract shall be completed no later than January 31, 2025. Once work is commenced, it must be completed within 30 calendar days.
3. **Compensation:** County will pay Contractor compensation not to exceed \$24,990 as provided for in Attachment “B.” Compensation will be paid in accordance with paragraph 4, Method of Payment.

A. Retention for Contracts that Exceed \$5,000: Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed \$5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

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

A. Invoices shall:

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

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

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise

discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
 - A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.
 - B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
 - C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000 for each accident for bodily injury or property damage.
 - D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

- 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the

wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

- 13. Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds \$25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.
- 14. Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.
 - A.** Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.
 - B.** Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of \$100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.
 - C.** Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.
- 15. 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.
- 16. 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.
- 17. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its

address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Colusa
547 Market St., Suite 102
Colusa, Ca, 95932

If to Contractor: All About Construction and Electrical, LLC
8325 Crater Hill Rd.
Newcastle, Ca, 95658

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Termination:** This Contract may be terminated for the following reasons:
 - A.** Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B.** By County without cause upon 15 days written notice of termination.
- 24. 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

C24-_____

and effect and shall not be affected or invalidated.

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

- A.** Attachment "A" Scope of Work
- B.** Attachment "B" Bid Worksheet

COUNTY OF COLUSA

Gary J. Evans, Board Chair

Date_____

ALL ABOUT CONSTRUCTION AND ELECTRICAL, LLC

Signature

Date_____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By

Patricia Rodriguez, Deputy

Attachment A Scope of Work

The Contractor is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

Project Location: Migrant Housing
 400 Theatre Rd
 Williams, Ca, 95987

The project involves the procurement and installation of FAAC B680H barrier arm operators, or equivalent product, at specified access points. Each barrier will be equipped with 12-foot arms, LED lighting for enhanced visibility, and vehicle detection loops to ensure smooth and secure operation.

1. Equipment and Materials
 - a. Barrier Arm Operators: FAAC B680H with 12' arms and LED lights, or equivalent product.
 - b. Vehicle Detection Loops: Suitable for integration with the barrier system.
 - c. Control Panels: For programming and operational control of the barriers.
 - d. Cabling: Required for power, control, and signal connections.
 - e. Fasteners and Mounting Hardware: For secure installation of barriers and associated components.
2. Installation Steps
 - a. Barrier Arm Assembly:
 - i. Remove and dispose of existing equipment that is no longer needed.
 - ii. Unpack and inspect all components of the FAAC B680H barrier arm operators.
 - iii. Assemble the barrier arms according to the manufacturer's instructions.
 - b. Mounting and Installation:
 - i. Position the barrier arm operator units at designated locations.
 - ii. Securely mount the operators onto the prepared foundations using appropriate fasteners.
 - iii. Attach the 12' arms to the operators.
 - iv. Install LED lights on the barrier arms as per the manufacturer's guidelines.
 - v. Ensure proper alignment and secure attachment of the LED units.
 - vi. Excavate trenches as needed for vehicle detection loops.
 - vii. Install loops in the designated areas and connect them to the barrier system.
 - viii. Backfill trenches and ensure loops are properly aligned and functional.
 - ix. Connect power supply cables to the barrier operators.
 - x. Connect control cables and ensure proper wiring of the LED lights and vehicle detection loops.
 - xi. Install and configure control panels.

- c. System Integration and Testing:
 - i. Configure barrier operators, LED lights, and vehicle detection loops.
 - ii. Test the barrier system for proper operation, including opening/closing cycles, LED functionality, and vehicle detection accuracy.
 - iii. Adjust settings as needed for optimal performance.
- d. Safety and Compliance Check:
 - i. Verify that all safety features are operational.
 - ii. Ensure compliance with relevant local codes and regulations.
- e. Documentation and Handover:
 - i. Provide operation manuals for the FAAC B680H operators, LED lights, and vehicle detection loops.
 - ii. Supply as-built drawings and wiring diagrams, if applicable.
 - iii. Provide warranty information for the equipment and installation services.
- f. Training:
 - i. Conduct a training session for site personnel on the operation and maintenance of the barrier system.

BID WORKSHEET **Migrant Housing – Barrier Arm Operators**

NAME All about Construction and Electrical, LLC
 ADDRESS 8325 Crater Hill Rd.
 CITY Newcastle STATE CA ZIP CODE 95658 PHONE 916-273-0221
 EMAIL ahotea916@gmail.com
 DIR # 636030 Contractor License # 1120040

ITEM	PRODUCT	PRICE
1	Barrier Arm Operators	\$12,500. ⁰⁰
2	Vehicle Detection Loops	\$1,500. ⁰⁰
3	Additional Materials Needed	\$990. ⁰⁰
		\$
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$
SUBTOTAL		\$
LABOR		\$10,000. ⁰⁰
GRAND TOTAL		\$24,990. ⁰⁰

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS
 STATED ON PAGES 5 & 6: X YES NO

VENDOR

Alexandru Hotea
 Signature

Alexandru Hotea
 Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 30 day of October, 2024.

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Open-End (Equity) Lease Rate Quote number Q8400356 with Enterprise Fleet Management for one vehicle for the Building and Grounds Maintenance Department and authorize the Purchasing Agent to sign.

Approve Open-End (Equity) Lease Rate Quote number Q8400356 with **Enterprise Fleet Management** for one vehicle for the Building and Grounds Maintenance Department and authorize the Purchasing Agent to sign.

Detailed Description/Background of request

The Building and Grounds Maintenance Department has a need to replace one of its vehicles due to advanced age, high mileage and extensive amount of repairs.

The vehicle being replaced is a 2006 Dodge Ram 1500 with 87,957 miles.

The vehicle to be leased through Enterprise Fleet Management is a 2025 Chevy Silverado 4x2 regular cab.

With the Enterprise Fleet Management Program, vehicles are circulated through a lease period averaging 3 to 5 years, depending on usage. Vehicles may be terminated at any time, with no penalty, or kept at the end of the lease if desired. The Enterprise Fleet Management contract is covered under the CMAS program. The monthly lease payments include all routine maintenance, excluding tires. There are local vendors under contract to perform all maintenance should the need arise, including the mechanic at the Colusa County Transit.

Prior Board Action

Master Equity Lease Agreement was approved on May 5, 2020.

Fiscal Impact/Funding Source

Budgeted. The total monthly lease cost will be \$778.21.

Action for the Clerk

None. Please have the Purchasing Agent sign the Quote via Docusign.

ATTACHMENTS:

- Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (PDF)

Prepared For: County of Colusa West, Molly				Date 10/31/2024 AE/AM BTS/DAC	
Unit #					
Year	2025	Make	Chevrolet Model Silverado 1500		
Series	Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB				
Vehicle Order Type	Ordered	Term	60	State	CA Customer# 570411
\$ 35,423.50		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Exterior Color (0 P) Summit White Interior Color (0 I) Jet Black w/Vinyl Seat Trim Lic. Plate Type Exempt GVWR 0	
\$0.00	*	Sales Tax 0.0000% State CA			
\$ 530.21	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 690.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$78.75	*	Taxes			
\$ 36,113.50		Total Capitalized Amount (Delivered Price)			
\$ 487.53		Depreciation Reserve @ 1.3500%			
\$ 175.35		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 662.88		Total Monthly Rental Excluding Additional Services			
		Additional Fleet Management			
		Master Policy Enrollment Fees			
\$ 0.00		Commercial Automobile Liability Enrollment			
		Liability Limit \$0.00			
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 61.35		Full Maintenance Program ³ Contract Miles 50,000		OverMileage Charge	\$ 0.0600 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0		# Tires 0	Loaner Vehicle Not Included
\$ 61.35		Additional Services SubTotal			
\$ 57.67		Tax 8.7500%		State CA	
\$ 781.90		Total Monthly Rental Including Additional Services			
\$ 6,861.70		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

10182 : Approve equity lease rate quote

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of use.

LESSEE County of Colusa		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that contract separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (10182 : Approve equity lease rate quote

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 10
Pricing Plan Delivery Charge	C	\$ 20
Courtesy Delivery Fee	C	\$ 30
Total Other Charges Billed		\$ 60
Total Other Charges Capitalized		\$ 60
Other Charges Total		\$ 60

Attachment: Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (10182 : Approve equity lease rate quote

VEHICLE INFORMATION:

2025 Chevrolet Silverado 1500 Work Truck 4x2 Regular Cab 6.6 ft. box 126.5 in. WB - US
Series ID: CC10703

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,557	\$37,000.00
Total Options	\$-1,228.50	\$-1,350.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$36,323.50	\$37,645.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SZ	TurboMax Engine Credit	\$-1,228.50	\$-1,350.00
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C3J	GVWR: 6,700 lbs (3,039 kgs)	STD	STD
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included

Attachment: Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (10182 : Approve equity lease rate quote

CODE	DESCRIPTION	INVOICE	MSRP
U2J	SiriusXM Delete	Included	Included
U95	2-Speaker Audio System	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC
VV4	Wi-Fi Hot Spot Capable	Included	Included
YF5	California State Emissions Requirements	NC	NC
Z85	Standard Suspension Package	STD	STD

Attachment: Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (10182 : Approve equity lease rate quote

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass

Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
 Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: DuraLife four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
 Ignition Disable: immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage

Leather Upholstery: vinyl front seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

2.15.a

Attachment: Q 8400356 2025 Chevrolet Silverado 1500 WT 4x2 Regular Cab 6.6 ft. box 126.5 in. WB (10182 : Approve equity lease rate quote



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

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

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

Detailed Description/Background of request

The Environmental Health Department was granted \$45,500 from the California Certified Unified Program Agency (CUPA) Trust Fund Grant to purchase a vehicle for their department. This purchase is in the approved FY 24-25 approved budget. The grant funds were received on August 2, 2024.

The Purchasing Agent authorized the purchase given the long lead time on vehicles and staff is now seeking ratification for the purchase order.

Prior Board Action

None.

Fiscal Impact/Funding Source

005-57199-719. All costs are covered by the CUPA Trust Fund Grant.

Action for the Clerk

None.

ATTACHMENTS:

- PO 71910212024_EH Vehicle (PDF)

10/22 e/m to Aaron Woodward

2.16.a

Ratify

Colusa County Purchasing & Procurement

547 Market Street, Suite 110

Colusa, California 95932

Phone: 530-458-0437

Fax: 530-458-0435

**Purchase Order No.****71910212024****PURCHASE ORDER****VENDOR** Aaron Woodward

NAME Downton Ford - Sacramento

ADDRESS 525 N16th St.

Sacramento, CA 95811

PHONE 916.896.2474

aaronwoodward@fordsacramento.com**REQUISITIONER ADDRESS**

NAME Colusa County Purchasing & Procurement

ADDRESS 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437

DELIVERY ADDRESS

NAME Colusa County Purchasing

Contact Stacy Woods

Address 547 Market St Ste 110, Colusa, CA 95932

PHONE 530.458.0437 FAX

P.O. DATE

10/21/2024

REQUISITIONER

Stacy Woods

SHIP VIA**TERMS**

30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		2025 Ford Explorer Active 4x4	\$39,948.00	\$39,948.00
1	EA		Cargo Area Management System	\$240.00	\$240.00
1	EA		Splash Guards	\$190.00	\$190.00
1	EA		Wheel Lock Kit	\$75.00	\$75.00
1	EA		Roadside Assistance Kit	\$70.00	\$70.00
1	EA		First Aid Kit	\$50.00	\$50.00
1	EA		Doc Fee	\$85.00	\$85.00

SUBTOTAL \$40,658.00

DELIVERY \$250.00

CA Sales Tax .0875% \$3,557.58

CA TIRE FEE \$8.75

TOTAL \$44,474.33

BASED ON ATTACHED QUOTE #**ASW-031924-1200**

State of California Contract: 1-22-23F / CLIN: 2

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods

Colusa County Purchasing & Procurement

547 Market St. Ste. 110

Colusa, CA 95932

530.458.0437

Authorized by

Date

Attachment: PO 71910212024_EH Vehicle (10172 : Ratify Board approved fixed asset purchase)



ASW-031924-1200

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name KULJEET MUNDI - COUNTY OF COLUSA
Address 1213 MARKET ST
City COLUSA State CA Zip 95932
Phone 530-458-0883

DATE 10/16/2024
SALES REP AARON
PHONE 916-929-0577
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2025 FORD EXPLORER ACTIVE 4X4	\$39,948.00	\$39,948.00
	STATE OF CALIFORNIA CONTRACT: 1-22-23-23F		
	CLIN: 2		
	EXTERIOR COLOR: ICONIC SILVER		
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
	ALL OPTIONS BELOW ARE DEALER INSTALLED		
1	CARGO AREA MANAGEMENT SYSTEM	\$240.00	\$240.00
1	SPLASH GUARDS	\$190.00	\$190.00
1	WHEEL LOCK KIT	\$75.00	\$75.00
1	ROADSIDE ASSISTANCE KIT	\$70.00	\$70.00
1	FIRST AID KIT	\$50.00	\$50.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 8.750%		
	BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$40,658.00
DELIVERY	\$250.00
SALES TAX	\$3,557.58
CA Tire Tax	\$8.75
TOTAL	\$44,474.33

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

Attachment: PO 71910212024_EH Vehicle (10172 : Ratify Board approved fixed asset purchase)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

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

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

Detailed Description/Background of request

Last winter the Department of Health & Human Services Housing Department utilized a portion of the Williams Migrant Center for a winter emergency shelter. This was a very successful program, and the Department would like to again enter into a short term lease with the Office of Migrant Services so they can provide the shelter this winter. The purpose of the shelter is to provide additional bridge housing during the coldest months of the year to homeless families. Families are given case management and linkages to Community Based Organizations while efforts are made to find permanent housing.

The County will lease no more than 11 of the 100 housing units located at the Williams Migrant Center located at 400 Theater Road, Williams CA 95987 for the winter months from November 25, 2024 through March 28, 2025.

Prior Board Action

Prior FY agreement was approved by the Board on December 19, 2024.

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 one thousand eight hundred and no/100 dollars (\$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 124 days will be \$16,368.00 (12/27/2023 - 3/29/2024). The Homeless Housing Assistance Program (HHAP) will provide all funding for rent, furniture, utilities and case management. No additional cost to the County.

Action for the Clerk

Action Item (ID # 10194)

Meeting of November 12, 2024

Approve the agreement and allow the CAO to sign. Forward the signed agreement to Amilcar Avendaño at DHHS to submit to the DHCD.

ATTACHMENTS:

- Williams ESP License Agreement (Winter 2024-25) FINAL (PDF)

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 29, 2024** 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** 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 Centers, 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 Program; 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 the Department 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 the Department 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 the Department 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 28, 2025**; or agree

to a pro-rata share of utilities based on the number of units being used for the Emergency Shelter Program 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 28, 2025**, 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 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 124 days will be \$16,368.00 (11/25/2024 – 3/28/2025)**. 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 Program 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

Licensors 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 Licensors.

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, 2025** 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, 2025**, 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 Program, 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

By: _____

Name: Wendy G. Tyler

Title: County Administrative Officer

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

Exhibit A**LEGAL DESCRIPTION:****Williams Migrant Center**

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.

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Administration

FROM: Patricia Rodriguez

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

Adopt a proclamation recognizing November 18, 2024 through November 22, 2024 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 18, 2024 through November 22, 2024 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 a quiet, steadfast determination and always with great pride.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Send electronic copy of signed Proclamation to Alicia Draves
AMDraves@SolanoCounty.com

ATTACHMENTS:

- 2024 CCBSA Clerk of the Board Letter (PDF)
- 11-12-24 Proclamation Board Clerk's Week (DOCX)

Patricia Rodriguez

From: Draves, Alicia M. <AMDraves@SolanoCounty.com>
Sent: Tuesday, October 22, 2024 4:10 PM
Subject: Proclamation Request - Clerk of the Board Week
Attachments: Draft-Proclamation-COB-Week-2024.docx

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

Greetings Honorable Chair,

It is my distinct privilege to reach out to you today requesting your support of an agenda item for your Board's consideration to proclaim November 18-22, 2024 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. 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 as 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 on or before November 12, 2024 and we further ask that your Clerk transmit an electronic copy of the signed Proclamation to our organization for your county to be recognized as an official supporter of your Clerk and, by extension, Clerk's 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,

Alicia Draves

Chief Deputy Clerk of the Board
 2024 CCBSA President
 Solano County
 675 Texas Street, Suite 6500
 Direct Phone (707) 784-6125
 Fax (707) 784-6665

Attachment: 2024 CCBSA Clerk of the Board Letter (10166 : Adopt a Proclamation for Calif Clerk of the Board of Supervisors Week)



PROCLAMATION OF THE COLUSA COUNTY BOARD OF
SUPERVISORS RECOGNIZING NOVEMBER 18-22, 2024 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 18-22, 2024 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 12th day of November, 2024

Gary Evans, Chair
Colusa County Board of Supervisors

Attachment: 11-12-24 Proclamation Board Clerk's Week (10166 : Adopt a Proclamation for Calif Clerk of the Board of Supervisors Week)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Administration

FROM: Patricia Rodriguez

SUBJECT: Annual update regarding Williams Settlement Site Visits.

Annual update regarding Williams Settlement Site Visits.

Detailed Description/Background of request

Ed Code mandates annual updates from the County Superintendent of Schools regarding Williams Settlement Site visits. In addition to the WSA site visits, Mr. West may take the opportunity to report on other matters of interest regarding education in Colusa County.

Prior Board Action

Reports annually.

Fiscal Impact/Funding Source

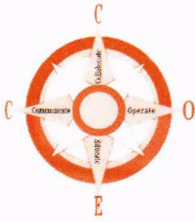
N/A

Action for the Clerk

None.

ATTACHMENTS:

- 10-25-24 Colusa County Office of Education (PDF)



COLUSA COUNTY OFFICE OF EDUCATION

Michael P. West, County Superintendent of Schools
 345 5th Street, Suite A, Colusa CA 95932 ♦ www.ccoe.net
 mwest@ccoe.net ♦ p 530.458.0350 ♦ f 530.458.8054

October 21, 2024

RECEIVED

OCT 25 2024

COUNTY OF COLUSA
 BOARD OF SUPERVISORS

Gary Evans, Chair
 Colusa County Board of Supervisors
 547 Market Street
 Colusa, CA 95932

Dear Mr. Chairman:

Subject: Williams Settlement Findings for 2024-2025 Site Visits

The Colusa County Office of Education (CCOE) is responsible for visiting schools in our county and reporting the results of these visits to you. I will share this report at a public meeting as required by the Williams Settlement Legislation. California Education Code (EC) Section 1240 and Assembly Bill 599 specifically require Colusa County Office of Education staff to visit county schools identified as Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), or schools where 15% or more of the teachers hold a permit, certificate, or any other authorization that is a lesser certification than a preliminary or clear California teaching credential, and report the results of the visit. California Education Code (EC) requires visits for the purpose of:

1. Ensuring that students have access to “sufficient” instructional materials in core subject areas (English/language arts, ELD, mathematics, history/social science, science), and as appropriate, science laboratory equipment, world languages, and health education as defined in EC Section 60119;
2. Assessing compliance with facilities maintenance using the Facilities Inspection Tool (FIT) and determining if there are any conditions that “pose an emergency or urgent threat to the health or safety of pupils or staff” as defined in EC Section 17592.72; and assessing “the safety, cleanliness, and adequacy of school facilities, including good repair” as required by EC Sections 17014, 17032.5, 17070.75, and 17089;
3. Ensuring that the school has the Williams Uniform Complaint Procedures posted in every classroom and that the Williams Complaint forms are available in English and other languages as required by the California Department of Education;
4. Determining if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

Gary Evans
Page 2
October 21, 2024

This report for 2024-2025 provides aggregate findings in these areas for our county's school visits.

CCOE also receives quarterly reports on complaints filed from all school districts concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues. Our CCOE office will continue our work regarding quarterly Williams Uniform Complaint Reports.

While a Williams Case visit was not mandatory for all education sites, these visits serve to recognize the dedication of our custodial and educational staff, ensuring compliance with legislative mandates.

Please be assured that CCOE will continue to support all of our districts in meeting the requirements of this legislation. For more information, please contact me at mwest@ccoe.net or (530) 458-0350.

Sincerely,



Michael P. West
Colusa County Superintendent of Schools

cc: Wendy Tyler, County Administrative Officer

Attachment: Williams Settlement Annual District Visit Summaries 2024-2025

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2024-2025

Colusa Unified School District

Rebecca Changus, Superintendent

District Contact: Raul Baca

Kelly Griffith - Garcia, School Board President

Phone No: (530) 458-7791

Email: rbaca@colusa.k12.ca.us

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	UCP Posted in all Classrooms	Accurate 2021-2022 SARC
Burchfield Elementary School	Vicki Wilson	Thursday, October 10, 2024	Yes	88.91% Fair	Yes	Yes
Egling Middle School	Erica Lemmenager	Thursday, October 10, 2024	Yes	90.58% Good	Yes	Yes
Colusa High School	David Johnstone	Thursday, October 10, 2024	Yes	90.49% Good	Yes	Yes
Colusa Alternative High School	David Johnstone	Thursday, October 10, 2024	Yes	100.00% Exemplary	Yes	Yes

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY
2024-2025

Maxwell Unified School District

Summer Shadley, Superintendent

District Contact: Jeff Hoskins

Jason Bowen, School Board President

Phone No: (530) 438-2052

Email: jhoskins@maxwell.k12.ca.us

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	UCP Posted in all Classrooms	Accurate 2021-2022 SARC
Maxwell Elementary & Middle School	Kevin Triance	Friday, October 4, 2024	Yes	81.67% Good	Yes	Yes
Maxwell High School	Summer Shadley	Friday, October 4, 2024	Yes	63.96% Poor	Yes	Yes

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2024-2025

Pierce Joint Unified School District

Carol Geyer, Superintendent

District Contact: Francisco Mendoza

George Green, School Board President

Phone No: (530) 476-2892

Email: fmendoza@pjusd.com

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	UCP Posted in all Classrooms	Accurate 2021-2022 SARC
Arbuckle Elementary School	Laura Hansen	Monday, September 30, 2024	Yes	96.02% Good	Yes	Yes
Johnson Junior High School	Noah Gomez	Monday, September 30, 2024	Yes	85.00% Fair	Yes	Yes
Pierce High School	Don Friel	Monday, September 30, 2024	Yes	93.49% Good	Yes	Yes
PJUSD Alternative High School	Don Friel	Monday, September 30, 2024	Yes	81.25% Fair	Yes	Yes
Grimes Elementary School	Laura Hansen	Monday, September 30, 2024	Yes	77.60% Fair	Yes	Yes

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY
2024-2025

Williams Unified School District

Sandra Ayon, ED.D, Superintendent

District Contact: Tim Wright

Kathleen Bautista, School Board President

Phone No: (530) 473-2550

Email: twright@williams.k12.ca.us

School	School Principal	Date of Visit	Sufficient Instructional Materials	School Facilities Overall % and Rating	UCP Posted in all Classrooms	Accurate 2021-2022 SARC
Williams Elementary School	Michelle George	Thursday, October 10, 2024	Yes	92.42% Good	Yes	Yes
Williams Upper Elementary	Veronica Michael	Thursday, October 10, 2024	Yes	96.25% Good	Yes	Yes
Williams Jr. / Sr. High School	James Welcome	Thursday, October 10, 2024	Yes	96.74% Good	Yes	Yes
Mid-Valley High School	James Welcome	Thursday, October 10, 2024	Yes	87.50% Fair	Yes	Yes

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

In August 2023, the County engaged the services of Catacutan Consulting, LLC, to assess the countywide classification and compensation structure. That assessment was completed in October 2023.

One of the Consultant's deliverables was a base salary, or "comp", survey of thirty (30) County job classifications to determine whether those benchmark classifications were meeting the County's compensation philosophy expectation to sit within 5% of market median salaries when surveyed against our nine (9) competitor counties (the counties of Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba).

To that end, there were a handful of benchmark job classifications that needed to be further assessed, to ensure market comparability. Data for one of the classifications, the benchmarked Road Maintenance Worker III job class, which impacts the entire Road Maintenance Division, showed under market median values at Steps 1, 6, and 8. There was also data for another classification, the benchmarked Traffic Control Technician II job class, which showed under market median values at Steps 1, 6, and 8.

As a result, Human Resources (HR) performed a comp study to ensure the compensation structures for this particular division are currently competitive. In an in-depth review of those affected classifications (July 2024 with an update in October 2024), it was determined that to ensure market median salary steps would meet the

County's compensation philosophy, the Road Maintenance job classifications would require an adjustment of 10% to bring these classifications within market median; including a 5% adjustment for the Superintendent.

Subject to the fiscal limitations of the County, generally, it is the County's desire to compensate employees at a level that is within approximately 5% of the market median salary for its comparable agencies. The comp study established that the classifications in the Road Maintenance Division from Road Maintenance Worker to Supervisor is currently *below* market median, by up to 12% (with three of the twelve divisional job classes having no usable market data [Laborer, RMW Trainee and RMW IV]), when compared to our nine (9) comparable counties. The Superintendent position is an outlier: The salary for this position, which has more complexities involved in its comparable classes, was adjusted for recruitment purposes approximately two years ago, and is therefore closer to market median. To that end, a 5% adjustment to this position is recommended to bring this position closer to market.

Since the County's past practice has been to bring identified under-market classifications as close to market rate as possible, a 10% market median equity adjustment to Road Maintenance classifications and Traffic Control Tech I and II are warranted to comply with the County's compensation philosophy. Additionally, the recommendation to adjust the salary range for the mechanics (including a 5% adjustment to the Superintendent) within the Road Maintenance Division is based on both internal equity and alignment with the County's compensation philosophy. A 5% adjustment would bring the mechanics, specifically the Equipment Maintenance Supervisor, to 1.1% above the market median, thereby meeting the Board's guideline of within 5% above or below the median.

The recommended adjustments are as follows:

- Public Works Laborer from MSC10 (\$2,710 - \$4,450) to MSC14 (\$2,993 - 4,913)
- Road Maintenance Trainee from MSC10 (\$2,710 - \$4,450) to MSC14 (\$2,993 - 4,913)
- Road Maintenance Worker I from MSC14 (\$2,993 - \$4,913) to MSC18 (\$3,305 - \$5,424)
- Road Maintenance Worker II from MSC18 (\$3,305 - \$5,424) to MSC22 (\$3,649 - \$5,989)
- Road Maintenance Worker III from MSC22 (\$3,649 - \$5,989) to MSC26 (\$4,030 - \$6,612)
- Road Maintenance Worker IV from MSC26 (\$4,030 - \$6,612) to MSC30 (\$4,450 - \$7,300)
- Road Maintenance Lead from MSC29 (\$4,341 - \$7,121) to MSC33 (\$4,793 - \$7,862)
- Public Works Supervisor from MSC32 (\$4,676 - \$7,670) to MSC36 (\$5,162 - \$8,468)
- Traffic Control Tech I from MSC18 (\$3,305 - \$5,424) to MSC22 (\$3,649 - \$5,989)
- Traffic Control Tech II from MSC22 (\$3,649 - \$5,989) to MSC26 (\$4,030 - \$6,612)
- Heavy Equipment Mechanic from MSC29 (\$4,341 - \$7,121) to MSC31 (\$4,562-\$7,483)
- Equipment Maint. Supervisor from MCS35 (\$5,036 - \$8,261) to MSC 37 (\$5,291-\$ 8,680)
- Public Works Superintendent from MGT16 (\$5,621 - \$9,227) to MGT18 (\$5,906 - \$9,695)

Human Resources is recommending approval of this equity adjustment. Public Works has funding to cover the increase in these positions, which should be brought up to market median to adhere to the County's comp philosophy, as well as to make efforts to retain current incumbents in these classifications and to competitively recruit experienced candidates to Colusa County should any vacancies occur.

The Colusa County Employees' Association (CCEA) and the Colusa County Management Coalition (CCMC) was given an opportunity to review and comment on the proposed classification and salary range recommendations and have concurred with the changes.

Prior Board Action

None

Fiscal Impact/Funding Source

The total cost of this request (including salary and benefits) is approximately \$126,140 for the 24-25 Fiscal Year (November-June).

Please note that these numbers are based on a new hire selecting benefits at the PERS Gold employee-only level. The cost will be higher if they elect employee+1 or family coverage.

The department plans to cover the increased cost through salary savings resulting from having several positions still vacant within this division.

Action for the Clerk

None

ATTACHMENTS:

- Road Maintenance Department Comp Study (XLSX)

October 2024 - Dar Rhodes

Public Works Road Division

Surveyed Agency	Classification Title	Monthly Base Salary Minum	Monthly Base Salary Maximum									Monthly Total Compensation
Colusa County	Public Works Laborer	\$2,654	\$4,360									\$4,360
Amador County	No Comp											
Butte County	No Comp											
Glenn County	No Comp											
Lake County	No Comp											
Shasta County	No Comp											
Sutter County	No Comp											
Tehama County	No Comp											
Yolo County	No Comp											
Yuba County	No Comp											

Base Salary Median	#NUM!
Base Salary Mean	#DIV/0!
Percentage Above or Below Median	#NUM!
Percentage Above or Below Mean	#DIV/0!

Base Salary 45th Percentile	#NUM!
Base Salary 55th Percentile	#NUM!
Percentage Above or Below 45th Percentile	#NUM!
Percentage Above or Below 55th Percentile	#NUM!

Total Compensation Median	#NUM!
Total Compensation Mean	#DIV/0!
Percentage Above or Below Median	#NUM!
Percentage Above or Below Mean	#DIV/0!

Total Compensation 45th Percentile	#NUM!
Total Compensation 55th Percentile	#NUM!
Percentage Above or Below 45th Percentile	#NUM!
Percentage Above or Below 55th Percentile	#NUM!

Percentile of District class base salary within total labor market	100.0%
--	--------

Rank in Market	1
Number of Base Salary Matches	1

Percentile of District class total compensation within labor market	100.
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Rank in Market	
Number of Total Compensation Matches	

NO COMP

Attachment: Road Maintenance Department Comp Study [Revision 2] (10126 : Approve Salary Range

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

The Probation Department is requesting to increase working hours from 37.5 hours per week to 40 hours per week for all sworn peace officers as well as DSA recognized safety positions within the department, which includes the following job classifications: Supervising Probation Officer, Deputy Probation Officer I/II, Probation Assistant, Chief Probation Officer and Assistant Chief Probation Officer. The Probation Department is currently the only law enforcement department within the County having its officers working a reduced 37.5-hour work week.

By increasing the work hours to 40 hours per week, it will provide officers with a full allotment of time to complete not only their assigned duties, but any additional duties which may be required. The additional work hours will provide the County with increased public safety through increased supervision, field activity, home and office contacts as well as additional program facilitation and counseling. In addition, by moving to a 40-hour work week, the probation Department believes it will gain compliance with the County's current MOU with the DSA which, under Article VI, A1 (page 11), requires all safety personnel to work a 40-hour work week.

The intent of the Probation Department is that the cost associated with moving to a 40-hour work week will invoke no additional cost to the County's general fund. The funding cost will be covered by utilizing already allocated AB 109 funds and Youthful Offender Block Grant (YOBG) funds, by eliminating two (2) vacant Probation Assistant positions, one 100% funded through AB 109 funds and the other funded 50% through AB 109 and 50% through YOBG funds for an estimated total of \$159,806. The remaining \$18,263

cost will be covered by local allocated funds to include SB 823, SB 678, AB 109, YOBG, CCOE, Pre-Trial and Office of Youth and Community Restoration (OYCR) funding streams.

It should be noted that the loss of this position's work hours will be offset by the additional work hours for their officers and safety personnel, thus negating any significant loss of work hours for the department.

Prior Board Action

None.

Fiscal Impact/Funding Source

The cost of moving to a 40-hour work week (effective 12/1/2024) for the remainder of this fiscal year is estimated to be \$120,427. will be covered by utilizing already allocated AB 109 funds and Youthful Offender Block Grant (YOBG) funds, by eliminating two (2) vacant Probation Assistant positions, one 100% funded through AB 109 funds and the other funded 50% through AB 109 and 50% through YOBG funds.

The ongoing cost of moving to the 40-hour work week for the complete fiscal year of 2025/2026 is estimated to be \$178,069. The additional cost of \$57,642 will be covered by other allocated state and local funds to include SB 823, SB 678, AB 109, YOBG, CCOE, Pre-Trial and Office of Youth and Community Restoration (OYCR) funding streams.

To reiterate, the intent is not to increase the County's general fund allocation, by utilizing already allocated state and local funding streams.

Action for the Clerk

None.

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt revised Job Class Tables reflecting the following changes:

- Cost-of-living adjustments approved in the current Memorandum of Understandings and Resolutions by the Board, effective October 1, 2024, for the following:
 - Colusa County Employees' Association (Confidential, Professional, and Miscellaneous)
 - Colusa County Management Coalition (General and Safety)
 - Deputy Sheriff's Association
 - Unrepresented Employees (URD)

- Should the Board approve adjusting the salary range for the Road Maintenance Division classifications of the Public Works Department effective November 1, 2024, as follows during today's meeting:
 - Public Works Laborer from MSC10 (\$2,710 - \$4,450) to MSC14 (\$2,993 - 4,913)
 - Road Maintenance Trainee from MSC10 (\$2,710 - \$4,450) to MSC14 (\$2,993 - 4,913)
 - Road Maintenance Worker I from MSC14 (\$2,993 - \$4,913) to MSC18 (\$3,305 - \$5,424)
 - Road Maintenance Worker II from MSC18 (\$3,305 - \$5,424) to MSC22 (\$3,649 - \$5,989)
 - Road Maintenance Worker III from MSC22 (\$3,649 - \$5,989) to MSC26 (\$4,030 - \$6,612)
 - Road Maintenance Worker IV from MSC26 (\$4,030 - \$6,612) to MSC30 (\$4,450 - \$7,300)
 - Road Maintenance Lead from MSC29 (\$4,341 - \$7,121) to MSC33 (\$4,793 - \$7,862)
 - Public Works Supervisor from MSC32 (\$4,676 - \$7,670) to MSC36 (\$5,162 - \$8,468)
 - Public Works Superintendent from MGT16 (\$5,621 - \$9,227) to MGT18 (\$5,906 - \$9,695)
 - Traffic Control Tech I from MSC18 (\$3,305 - \$5,424) to MSC22 (\$3,649 - \$5,989)
 - Traffic Control Tech II from MSC22 (\$3,649 - \$5,989) to MSC26 (\$4,030 - \$6,612)
 - Heavy Equipment Mechanic from MSC29 (\$4,341 - \$7,121) to MSC33 (\$4,793 - \$7,862)
 - Equipment Maint. Supervisor from MCS35 (\$5,036 - \$8,261) to MSC39 (\$5,560-\$ 9,119)

- Should the Board approve adjusting the salary range for all sworn peace officers and DSA-recognized safety positions in the Probation Department following the change in work week hours from 37.5 to 40 effective December 1, 2024, as outlined in today's meeting:
 - Assistant Chief Probation Officer from MGS16 (\$8,499- \$13,929) to MGS19 (\$9,153 - 15,000)
 - Chief Probation Officer from DH51 (\$10,256 - \$16,761) to DH44 (\$11,139 - \$18,260)
 - Deputy Probation Officer I from DSS15 (\$4,250 - \$6,979) to DSS18 (\$4,578 - \$7,518)
 - Deputy Probation Officer II from DSS19 (\$4,694 - \$7,707) to DSS22 (\$5,057 - \$8,301)
 - Probation Assistant from DSS01 (\$3,008 - \$4,933) to DSS04 (\$3,242 - \$5,314)
 - Supervising Probation Officer DSS25 (\$5,447 - \$8,940) to DSS28 (\$5,871

- \$9,628)

Prior Board Action

None.

Fiscal Impact/Funding Source

There are no costs associated with adopting the Job Class Table.

Action for the Clerk

This needs to be placed on the agenda as the last HR discussion item.

ATTACHMENTS:

- Job Class Approved 111224 Effective 100124 (PDF)
- Job Class Approved 111224 Effective 110124 (PDF)
- Job Class Approved 111224 Effective 120124 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/01/24
Board Revision Date: 11/12/24

4.3.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,679	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,679	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRaiser I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRaiser II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRaiser III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS16	8,499	8,930	9,382	9,858	10,358	10,882	11,154	11,433	11,719	12,012	12,312	12,620	12,935	13,258	13,929	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRaiser I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRaiser II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEP CO CLERK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 111224 Effective 100124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/01/24
Board Revision Date: 11/12/24

4.3.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH51	10,256	10,770	11,309	11,875	12,471	13,095	13,423	13,760	14,104	14,458	14,820	15,192	15,572	15,962	16,761	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,563	5,846	6,144	6,458	6,788	7,132	7,312	7,495	7,683	7,876	8,074	8,276	8,484	8,696	9,138	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS15	4,250	4,466	4,694	4,933	5,184	5,447	5,583	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,979	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,694	4,933	5,184	5,447	5,727	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,707	162.50
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33

Attachment: Job Class Approved 111224 Effective 100124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/01/24
Board Revision Date: 11/12/24

4.3.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 111224 Effective 100124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/01/24
Board Revision Date: 11/12/24

4.3.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS01	3,008	3,163	3,322	3,489	3,664	3,848	3,945	4,044	4,146	4,250	4,357	4,466	4,578	4,694	4,933	162.50
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	173.33
PUBLIC WORKS SUPERINTENDENT	MGT16	5,621	5,906	6,207	6,524	6,855	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,227	173.33
PUBLIC WORKS SUPERVISOR	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	173.33
ROAD MAINT WORKER I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
ROAD MAINT WORKER II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER III	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER IV	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER TRAINEE	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50

Attachment: Job Class Approved 111224 Effective 100124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/01/24
Board Revision Date: 11/12/24

4.3.a

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS25	5,447	5,727	6,018	6,323	6,643	6,979	7,155	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,940	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
TRAFFIC CONT TECH II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 55.66/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
 01/01/24 Elected Officials - New salary structure
 01/01/24 4% COLA DH, UDH
 01/01/24 2.5% URD on MGT table
 12/01/23 2.5% COLA MGS, MGT
 10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
 10/01/22 3% COLA All Schedules
 10/01/21 3% COLA All Schedules
 10/01/20 1.6% COLA All Schedules
 04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
 01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
 04/01/19 Equity Adjustments - various postions
 10/01/18 2% COLA All Schedules
 04/01/18 Equity Adjustments - various postions
 10/01/17 2% COLA All Schedules
 04/01/17 Equity Adjustments - various postions
 10/01/16 2% COLA All Schedules
 04/01/16 Equity Adjustments - various postions
 07/01/15 3% COLA All Schedules
 01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 111224 Effective 100124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 11/01/24
Board Revision Date: 11/12/24

4.3.b

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,547	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,775	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,466	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,254	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	15,983	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,736	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,542	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,529	173.33
APPRaiser I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,047	162.50
APPRaiser II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	162.50
APPRaiser III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	10,964	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,736	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,000	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,604	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,110	162.50
ASST CHIEF PROB OFFR	MGS16	8,499	8,930	9,382	9,858	10,358	10,882	11,154	11,433	11,719	12,012	12,312	12,620	12,935	13,258	13,589	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,000	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,542	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,775	162.50
AUDITOR/APPRaiser I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	162.50
AUDITOR/APPRaiser II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,547	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,542	8,746	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,542	8,746	8,951	9,156	9,361	9,566	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,755	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,458	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,775	6,941	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,775	6,941	7,111	7,284	7,461	7,641	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,775	6,941	7,111	7,284	7,461	7,641	7,822	8,007	8,196	8,389	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,107	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,775	6,941	7,111	7,284	7,461	162.50
CHIEF DEP CO CLERK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	162.50

Attachment: Job Class Approved 111224 Effective 110124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 11/01/24
Board Revision Date: 11/12/24

4.3.b

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH51	10,256	10,770	11,309	11,875	12,471	13,095	13,423	13,760	14,104	14,458	14,820	15,192	15,572	15,962	16,761	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,563	5,846	6,144	6,458	6,788	7,132	7,312	7,495	7,683	7,876	8,074	8,276	8,484	8,696	9,138	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS15	4,250	4,466	4,694	4,933	5,184	5,447	5,583	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,979	162.50
DEPUTY PROBATION OFFCR II	DSS19	4,694	4,933	5,184	5,447	5,727	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,707	162.50
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33

Attachment: Job Class Approved 111224 Effective 110124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 11/01/24
Board Revision Date: 11/12/24

4.3.b

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 111224 Effective 110124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 11/01/24
Board Revision Date: 11/12/24

4.3.b

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS01	3,008	3,163	3,322	3,489	3,664	3,848	3,945	4,044	4,146	4,250	4,357	4,466	4,578	4,694	4,933	162.50
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50

Attachment: Job Class Approved 111224 Effective 110124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 11/01/24
Board Revision Date: 11/12/24

4.3.b

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS25	5,447	5,727	6,018	6,323	6,643	6,979	7,155	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,940	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRAFFIC CONT TECH II	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 55.66/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
 01/01/24 Elected Officials - New salary structure
 01/01/24 4% COLA DH, UDH
 01/01/24 2.5% URD on MGT table
 12/01/23 2.5% COLA MGS, MGT
 10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
 10/01/22 3% COLA All Schedules
 10/01/21 3% COLA All Schedules
 10/01/20 1.6% COLA All Schedules
 04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
 01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
 04/01/19 Equity Adjustments - various postions
 10/01/18 2% COLA All Schedules
 04/01/18 Equity Adjustments - various postions
 10/01/17 2% COLA All Schedules
 04/01/17 Equity Adjustments - various postions
 10/01/16 2% COLA All Schedules
 04/01/16 Equity Adjustments - various postions
 07/01/15 3% COLA All Schedules
 01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 111224 Effective 110124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 11/12/24

4.3.c

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRaiser I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRaiser II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRaiser III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS19	9,153	9,617	10,105	10,617	11,154	11,719	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	15,000	162.50
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRaiser I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRaiser II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEP CO CLERK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 111224 Effective 120124 (10173 : Adopt Revised Job Class Table as

County of Colusa
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Effective: 12/01/24
Board Revision Date: 11/12/24

4.3.c

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT50	5,563	5,846	6,144	6,458	6,788	7,132	7,312	7,495	7,683	7,876	8,074	8,276	8,484	8,696	9,138	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS18	4,578	4,812	5,057	5,314	5,583	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,518	162.50
DEPUTY PROBATION OFFCR II	DSS22	5,057	5,314	5,583	5,871	6,169	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,707	7,900	8,301	162.50
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF INFORMATION TECH	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33

Attachment: Job Class Approved 111224 Effective 120124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 11/12/24

4.3.c

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 111224 Effective 120124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 11/12/24

4.3.c

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC10	2,710	2,848	2,993	3,145	3,305	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,450	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS04	3,242	3,405	3,577	3,756	3,945	4,146	4,250	4,357	4,466	4,578	4,694	4,812	4,933	5,057	5,314	162.50
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50

Attachment: Job Class Approved 111224 Effective 120124 (10173 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 12/01/24
Board Revision Date: 11/12/24

4.3.c

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS28	5,871	6,169	6,481	6,809	7,155	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,628	162.50
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
TRAFFIC CONT TECH II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.00/hour - 55.66/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
 01/01/24 Elected Officials - New salary structure
 01/01/24 4% COLA DH, UDH
 01/01/24 2.5% URD on MGT table
 12/01/23 2.5% COLA MGS, MGT
 10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
 10/01/22 3% COLA All Schedules
 10/01/21 3% COLA All Schedules
 10/01/20 1.6% COLA All Schedules
 04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
 01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
 04/01/19 Equity Adjustments - various postions
 10/01/18 2% COLA All Schedules
 04/01/18 Equity Adjustments - various postions
 10/01/17 2% COLA All Schedules
 04/01/17 Equity Adjustments - various postions
 10/01/16 2% COLA All Schedules
 04/01/16 Equity Adjustments - various postions
 07/01/15 3% COLA All Schedules
 01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 111224 Effective 120124 (10173 : Adopt Revised Job Class Table as



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Amend Personnel Rule 1.105 Probationary Periods, section "f" Probationary Extension to ensure understanding of the application of the rule.

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

Detailed Description/Background of request

The County of Colusa established Personnel Rule 1.105 (f) *Probationary Extension* to address situations where employees who are still in their one-year probationary period miss significant time due to taking time away from work.

The **current language** reads as follows:

f) Probationary Extension - Leave of Absence during Probationary Period: A leave of absence during a probationary period in excess of fifteen (15) working days will automatically extend the probationary period by a number of working days equivalent to the number of working days on leave in excess of 15 working days.

The literal translation, and well-established practice, is that when a probationary employee misses more than 15 consecutive working days, the County will officially adjust their probationary period by the number of working days missed (past the original probationary period end date). HR was recently notified that this Rule was being interpreted to exclude the *first 15 days* of any significant time away from work counting towards the extension. This is simply a misinterpretation of the Rule.

To this end, HR proposes clarification, to ensure employees are clear on the meaning and the intent of this provision, by modifying as follows (**proposed language**):

f) Probationary Extension - Leave of Absence during Probationary Period: Probationary employees who are absent from work (due to any type of leave) more than fifteen (15) consecutive working days during their probationary period shall automatically have their probationary period extended by the total number of missed working days.

For example, a probationary employee who is absent eighteen (18) consecutive working days during their probationary period will have their probationary period automatically extended by eighteen (18) working days.

While this is a fairly minor change, we feel it will have a major impact on clarity of the Rule's intent and current and past consistent practice and application.

This proposal of language changes was reviewed by CCEA, CCMC, and DSA: all employee groups concur with this clarification to Personnel Policy 1.105 (f) Probationary Extension. To that end, HR recommends the Board approve this language.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- PERSONNEL RULE 1.105 Probationary Extension Clarification (DOCX)

PERSONNEL RULE 1.105 – PROBATIONARY PERIODS

- a) **Probation** is the final phase of the selection process for employees in the Classified Service. The probationary period provides a basis for the employing department to observe new personnel, and those who have been promoted, in order to determine whether they satisfactorily meet department standards required to perform the assigned position. Conversely, probationary periods also provide employees an opportunity to evaluate their interests and capabilities relative to the position and department standards.
- b) **Nature and Duration:** Individuals entering, re-entering, promoting or reinstating within the classified service in any class to which appointed or promoted serve a one (1) year probationary period unless otherwise noted in an MOU.
- c) **Selection from Departmental Layoff List:** Individuals selected from re-employment lists resume the status they enjoyed at the time of layoff.
- d) **Responsibilities of Supervising Managers:** It is the supervisor's responsibility to assess the probationer's performance and other pertinent factors. Based on such assessment, the appointing authority shall determine, prior to the end of the probationary period, which of the following actions will be taken with respect to a given employee.
- e) **Granting Permanent Status:** When authority supervisor finds an employee's service satisfactory, permanent status is granted to the employee at the conclusion of the probationary period. Permanent status can be granted only at the end of the probationary period. A 3-month extension of the probationary period may be granted prior to the completion of the original probationary period, at the discretion of the appointing authority with the approval of the Director of Human Resources. Probationary extensions shall only be granted in extraordinary circumstances and justification must be made in writing by the appointing authority to the Director of Human Resources. Extensions of probationary period will be placed in the employee's original personnel file.
- f) **Probationary Extension – Leave of Absence during Probationary Period:** ~~A leave of absence during a probationary period in excess of fifteen (15) working days will automatically extend the probationary period by a number of working days equivalent to the number of working days on leave in excess of 15 working days. Probationary employees who are absent from work (due to any type of leave) more than fifteen (15) consecutive working days during their probationary period shall automatically have their probationary period extended by the total number of missed working days.~~

For example, a probationary employee who is absent eighteen (18) consecutive working days during their probationary period will have their probationary period automatically extended by eighteen (18) working days.
- g) **Rejection during Probationary Period:** When, during an original or extended probationary period, an appointing authority determines that the services of an employee are

unsatisfactory, they shall immediately reject the employee. Probationary rejections are reported on the form specified by the Director of Human Resources.

- h) **Return to Position of Permanency:** If an employee is either rejected or laid off during probation, and if their appointment to the probationary period has been from a position in a lower classification in which they had permanent status, they may return to that position at the appointing authority's discretion.
- i) **Appeal of Rejection during Probationary Period or Denial of Promotion:** An employee in probationary status is not entitled to appeal their termination with the exception of peace officers in situations recognized by the Police Officers' Bill of Rights.
 - 1. *Peace Officer - California Penal Code Section 830.1:* A probationary employee who is a peace officer as defined in California Penal Code Section 830.1 may appeal any punitive action or denial of promotion on grounds other than merit, when state law requires an opportunity for an administrative appeal to be provided to that employee.



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Second reading, by title only, and adoption of an ordinance of the Colusa County Board Of Supervisors, State Of California, amending Sections 46-04, and 46-08 of Chapter 46 of the Colusa County Code prescribing the rules, regulations and fees for the East Park Reservoir

Second reading, by title only, and adoption of an ordinance of the Colusa County Board Of Supervisors, State Of California, amending Sections 46-04, and 46-08 of Chapter 46 of the Colusa County Code prescribing the rules, regulations and fees for the East Park Reservoir

Detailed Description/Background of request

The first reading for this Ordinance was held on October 15, 2024, at which time the Board directed County Counsel to publish a Summary of said Ordinance. The Summary was published and posted pursuant to law. The Ordinance is before you now for second reading and possible adoption.

After operation of East Park Reservoir over the past 9 years, Staff are requesting minor additions and clarifications to Chapter 46 to enhance operational efficiency of the facility.

Proposed substantive changes to prohibited activities in amendments to Chapter 46 include the following:

1. The prohibited activities and uses section is amended to allow for the use of shot guns in order to expand aquatic 'off season' recreational opportunities and increase revenue stream.

Proposed substantive changes to the fees would increase incentives to complete reservations in advance and clearly define reimbursement policy:

1. Failure to pay reservation fee in advance of entering facility could result in assessment of double the standard fee;

2. Clearly state facility fees are non-refundable;

Staff anticipate these changes will encourage patrons to adhere to the adopted fees schedule in advance of patronizing the facility and allow for additional off season recreational opportunities.

Finally, non-substantive clean-up changing the term fish and game to fish and wildlife, to comply with current nomenclature.

Prior Board Action

Chapter 46 (Ordinance 762) was adopted on February 11, 2014. On April 22, 2014 the Board approved a temporary fee exemption for East Park Reservoir until December 31, 2014. On March 24, 2015, substantive changes amending Sections 46-01, 46-03, 46-04, 46-05, 46-06, and 46-08 were adopted. This Ordinance was introduced on October 15, 2024.

Fiscal Impact/Funding Source

Potential revenue increase to East Park Enterprise Fund.

Action for the Clerk

Process per Government Code section 25124(b)(1) and send to Code Publishing for codification.

ATTACHMENTS:

- Ch 46 red line (DOCX)
- Ch 46 clean(DOCX)
- Existing code sections in pdf (PDF)
- 11-12-24 Chapter 46 Ordinance Summary Proof of Publication (PDF)

ORDINANCE No. _____

**AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AMENDING SECTIONS OF CHAPTER 46 TO THE COLUSA COUNTY CODE**

WHEREAS, Chapter 46 to the Colusa County Code was added to the Colusa County Code by ordinance 762; and

WHEREAS, Chapter 46 was enacted to set rules, regulations and fees for the East Park Reservoir; and

WHEREAS, the Board of Supervisors desires to amend Chapter 46 to clarify fee issues and available discounts;

NOW, THEREFORE, the Board of Supervisors of the County of Colusa, State of California Ordains as Follows;

SECTION 1:

Section 46-04 (r)(1) is amended to read as follows:

(1) This prohibition against the use or possession of firearms does not apply to and peace officer, fish and ~~game-wildlife~~ warden, ranger or person in the military service in the discharge of his duties using reasonable care.

SECTION 2:

Section 46-04 (r)(2) is amended to read as follows:

(2) The use of muzzle loaders or shotguns only (as defined in Section 353 of Title 14, California Code of Regulations) is allowed during those periods designated by the State Department of Fish and ~~Game-Wildlife~~ as the time and place for the purpose of any special hunts permitted, or approved, by the department in advance.

SECTION 2

Section 46-08 (a) is amended to read as follows:

(a) Use of the park is a privilege and not a right. The payment of a fee for use or access to the park does not create an entitlement or right to continued or ongoing use of the park. All fees must be paid in advance of entrance to the park; failure to do so may result in assessment of a fee two times the amount noted in Section 46-08 (f) Park fee schedule. Any permitted use

may be revoked at any time by the department, or a peace officer as provided for in section 46-09, without a refund of any fees paid.

SECTION 3

Section 46-08 (c) is amended to read as follows:

Fees shall be charged in accordance with this section. Fees are non-refundable and any exemptions or changes to the fees shall be made by approval of the Colusa County Board of Supervisors or their designee.

SECTION 4

This ordinance shall become effective (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, with fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the ____day of _____, 2024, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California on the ____day of _____2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Gary J. Evans
Chairperson, Colusa County
Board of Supervisors

ATTEST:

Wendy Tyler
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Richard Stout
County Counsel

ORDINANCE No. _____
AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS
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WHEREAS, Chapter 46 to the Colusa County Code was added to the Colusa County Code by ordinance 762; and

WHEREAS, Chapter 46 was enacted to set rules, regulations and fees for the East Park Reservoir; and

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SECTION 2:

Section 46-04 (r)(2) is amended to read as follows:

(2) The use of muzzle loaders or shotguns only (as defined in Section 353 of Title 14, California Code of Regulations) is allowed during those periods designated by the State Department of Fish and Wildlife as the time and place for the purpose of any special hunts permitted, or approved, by the department in advance.

SECTION 2

Section 46-08 (a) is amended to read as follows:

(a) Use of the park is a privilege and not a right. The payment of a fee for use or access to the park does not create an entitlement or right to continued or ongoing use of the park. All fees must be paid in advance of entrance to the park; failure to do so may result in assessment of a fee two times the amount noted in Section 46-08 (f) Park fee schedule. Any permitted use may be revoked at any time by the department, or a peace officer as provided for in section 46-09, without a refund of any fees paid.

SECTION 3

Section 46-08 (c) is amended to read as follows:

Fees shall be charged in accordance with this section. Fees are non-refundable and any exemptions or changes to the fees shall be made by approval of the Colusa County Board of Supervisors or their designee.

SECTION 4

This ordinance shall become effective (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, with fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 15th day of October 2024, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California on the 12th day of November 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Gary J. Evans
Chairperson, Colusa County
Board of Supervisors

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

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

46-04 Prohibited activities and uses.

The following activities, and conduct, are prohibited in the park, and facilities, unless expressly permitted by the department through a special use permit, other authorized written permission, or as otherwise expressly permitted under this chapter:

- (a) Engaging in any commercial enterprise, soliciting business of any nature, distributing handbills or other advertising material, or posting signs, posters, or decorations, on any of the facilities.
- (b) Engaging in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct.
- (c) Disturbing, destroying, vandalizing, damaging, or removing any park property, or the property of others, using the park area or facilities.
- (d) Disturbing, vandalizing, damaging, defacing, removing, or destroying any trees, shrubs, plants, rock, gravel, sand, dirt, or other natural material, to carve, paint, or mark on any rocks, archaeological or geological features, signs, walls, or structures, to drive nails into trees, or to move, injure, or deface in any manner any structure including buildings, signs, fences, tables, or other park or county property, including defacing trail markers, signs, or surfaces by spray painting event route markers or other notices.
- (e) Entering any area, building, or structure that is under construction, locked, closed to public use or access, or tampering with, using or damaging any water control structure, dam, or culvert.
- (f) Disposing of any garbage, sewage, bottles, cans, paper, or other waste material in any manner except by placing the same in clearly marked receptacles provided for such purposes. Any such garbage or refuse shall be incidental to an approved use of the park.
- (g) Discarding charcoal residue onto any grounds, or into containers, other than those designated by the department for such purpose.
- (h) Operating any vehicle at a speed in excess of fifteen mph, or contrary to traffic signs.
- (i) Operating any watercraft in excess of five mph within one hundred feet of a shoreline, or in any marked cove.

(j) Operating any vehicle in a manner contrary to the provisions of the California Vehicle Code.

(k) Operating, or parking, any vehicle on other than a road, parking area, designated campsite, group area or designated crossing area.

(l) Starting or maintaining any fire, including personal stoves or barbecues, except in designated fireplaces, fire rings, grills or other specifically designated areas unless otherwise posted.

(m) Abandoning or leaving any fire unattended, or discarding any matches, cigarettes, cigars, pipe ashes, or embers without first extinguishing them.

(n) Possessing, firing, or discharging any explosive or pyrotechnic device.

(o) Parking, stopping or leaving standing, whether attended or not, any vehicle or watercraft in any manner which is:

(1) Blocking, obstructing, or limiting the use of any road, trail, parking lot, or boat launching facility;

(2) Outside of any area provided for such purpose; or

(3) Contrary to posted notice.

(p) Allowing pets to run at large and not under the immediate control of their owner. In any case, no person shall allow their pet to disrupt the enjoyment or use of the park by any other person. Pet owners shall pick up and properly dispose of all fecal matter of their pets. All pets are subject to the licensing requirements of chapter 3.

(q) Taking, catching, killing, hunting, trapping, pursuing, or otherwise capturing any wild animals or birds except as specifically permitted or approved in advance by the department in accordance with state law.

(r) Possessing or discharging firearms, and no parent, guardian, or person having the care, custody or control of a minor shall permit such minor to have in his or her possession, or permit such minor to fire or discharge or cause to be fired or discharge any firearm, except as follows:

(1) This prohibition against the use or possession of firearms does not apply to any peace officer, fish and game warden, ranger, or person in the military service in the discharge of his duties using reasonable care.

(2) The use of muzzle loaders only (as defined in Section 353 of Title 14, California Code of Regulations) is allowed during those periods designated by the State Department of Fish and Game as the time and place for the purpose of any special hunts permitted, or approved, by the department in advance.

(s) Operating aircraft of any kind, including, but not limited to, parasails, hang gliders, experimental aircraft and ultra-lights with the following exceptions:

(1) Operations shall be allowed to holders of a special use permit issued by the county of Colusa. Permit holders must adhere to the terms and conditions contained within the permit.

(2) This section does not apply to aircraft responding to an emergency situation or aircraft operated by a law enforcement agency or military agency in the scope of its duties.

(t) The use or possession of glass containers, of any configuration, including those made of crystal, ceramic or any other material likely to shatter when dropped onto or struck by harder material. (Ord. No. 762, § 2 (Exh. A)(part); Ord. No. 769, §§ 3 – 8.)

46-08 Fees and charges.

(a) Use of the park is a privilege and not a right. The payment of a fee for use or access to the park does not create an entitlement or right to continued or ongoing use of the park. Any permitted use may be revoked at any time by the department, or a peace officer as provided for in section 46-09, without a refund of any fees paid.

(b) No person shall use any facility, designated campsite, group area, or any other area of the park without payment of a fee as provided in this chapter.

(c) Fees shall be charged in accordance with this section. Any exemptions or changes to the fees shall be made by approval of the Colusa County board of supervisors or their designees.

(d) Special event permits and fees shall be issued at the discretion of the department, but shall not be inconsistent with the uses prescribed in this chapter.

(e) Fees shall not be required of the following persons or under the following circumstances:

(1) At the discretion of the department, persons who attend an event for which an event fee has already been paid; or

(2) Persons who are participating in an organized not for profit public purpose program, as determined and approved by the department.

(f) Park fee schedule:

(1) Day use fee: eight dollars.

(2) General overnight vehicle fee: fifteen dollars.

(3) Designated campsite fee: twenty dollars.

(4) Group area fee: seventy-five dollars.

(5) Annual (January 1st through December 31st), day use season pass, for use when park is open: one hundred dollars.

(g) Colusa County residents will be permitted a fifty percent discount on the fees provided for in this section.

(h) Persons paying a designated campsite fee will be allowed one included vehicle at a designated campsite. Each additional vehicle at the designated campsite with the permission of a designated individual, up to a maximum of three, will be subject to the general overnight vehicle fee, or day use fee.

(i) Persons paying a group area fee will be allowed one included vehicle in a group area. Each additional vehicle in a group area with the permission of a designated individual will be subject to the general overnight vehicle fee, or day use fee. (Ord. No. 762, § 2 (Exh. A)(part): Ord. No. 769, § 11.)

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on November 12, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider passage of a proposed Ordinance as follows:

ORDINANCE SUMMARY

The County of Colusa is proposing to adopt an ordinance to amend Chapter 46, East Park Reservoir Rules, Regulations, and Fees, of the Colusa County Ordinance Code.

Section 46-04 will be amended to change the word “game” to “wildlife” in two places and add shotguns to subsection (r)(2) as allowed for use during special hunts.

Section 46-08 will be amended to specify that all fees must be paid in advance, set a penalty for failure to pay fees in advance and specify that all fees are non-refundable.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusaca.gov. All persons are invited to attend and be heard.

Date: October 25, 2024

__ORIGINAL SIGNED__
Patricia Rodriguez, Deputy

11/01/2024 · CCPR

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt a Resolution Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act (A portion of Assessor's Parcel Number 018-250-011, also known as Sand Creek Pit, Arbuckle, California.)

Adopt a Resolution Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act (A portion of Assessor's Parcel Number 018-250-011, also known as Sand Creek Pit, Arbuckle, California.)

Detailed Description/Background of request

The County owns the property located at LAT-39° 1'25.83"N, LONG 122° 8'32.16"W, on Cortina School Road. Said property was formerly operated by the County Public Works Department as an aggregate mine and is now utilized as storage/staging area.

In 2019 the Surplus Land Act (SLA) was amended to change the definition of "surplus land"; providing that land shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to sell or lease land. The SLA then provide that, prior to disposing of "surplus land", local agencies shall first offer such "surplus land" to various entities, including housing sponsors and other public agencies for the development of affordable housing and parks and open space. The Act further added provisions prohibiting the County from negotiation of any disposition of the Property prior to compliance with the procedural requirements of the SLA.

Pursuant to the SLA, the first step in the County divesting of this Property (or any portion of it) requires that County staff send written notice of availability of the Property to all of the entities identified in Government Code section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development of their interest in surplus land for the purpose of developing low-and moderate-income housing, to any regional park authority and the State Resources Agency for open-space purposes; and to the local school district for school facilities or use.

If an agency receiving the notice of availability desires to purchase or lease the Property, it must notify the County of its interest to do so in writing within 60 days of receiving the County's notice, and the County and the agency may negotiate price and terms for the disposition of the Property. If the County receives multiple notice of interest, the SLA establishes priorities, with first priority given to entities that agree to use the Property for affordable housing. Finally, in the event no agreement is reached between the County and any interested agency after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the Surplus Land Act.

Staff believes it is highly unlikely that any agency will express interest in this particular land due to the location and other characteristics of the parcel as shown on the attachments to this staff report. However, this is a step we must follow in order to move to the process of allowing others to express interest in the parcel.

Prior Board Action

None

Fiscal Impact/Funding Source

The cost of compliance with the SLA is unknown. As of the writing of this report, there are in excess of 125 agencies in the list kept by HCD that we must send notice by email, plus the local pertinent special districts, school and other governmental agencies. Should there be any responses, additional costs will be incurred in staff time to negotiate any possible arrangements.

Action for the Clerk

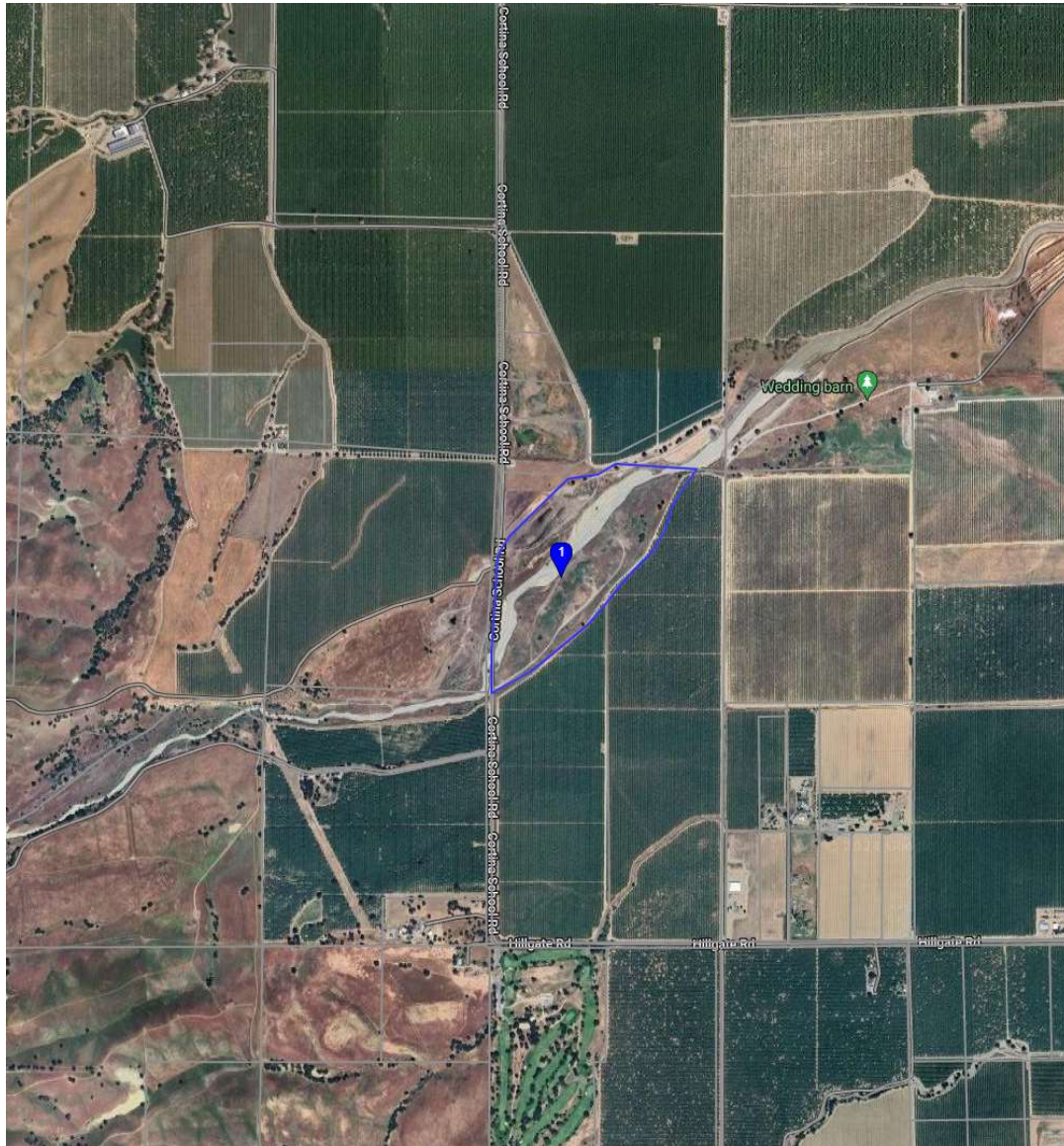
Obtain signatures on Resolution and provide electronic copy to CAO, County Counsel, CDD Director and DPW Director.

ATTACHMENTS:

- Sand Creek Property Overview and Characteristics (PDF)
- Surplus Property Reso for Cortina School Road (PDF)

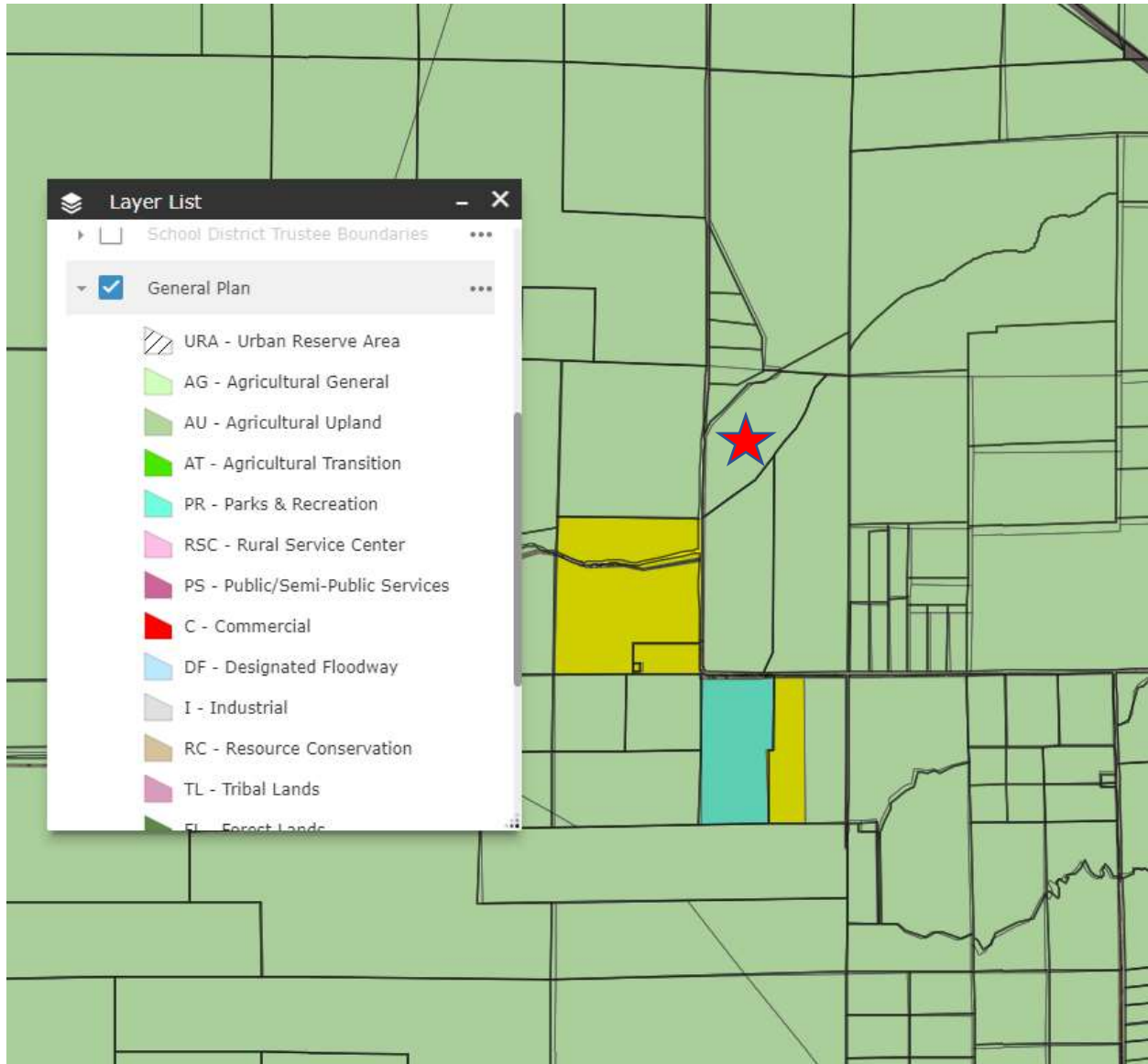
Assessor's Parcel Number 018-250-011 "Sand Creek Pit" Colusa County California Property Characteristics

SUBJECT PROPERTY: Colusa County APN: 018-250-011-000, totaling some 60.91 acres. Formerly the Colusa County SAND CREEK GRAVEL PIT.



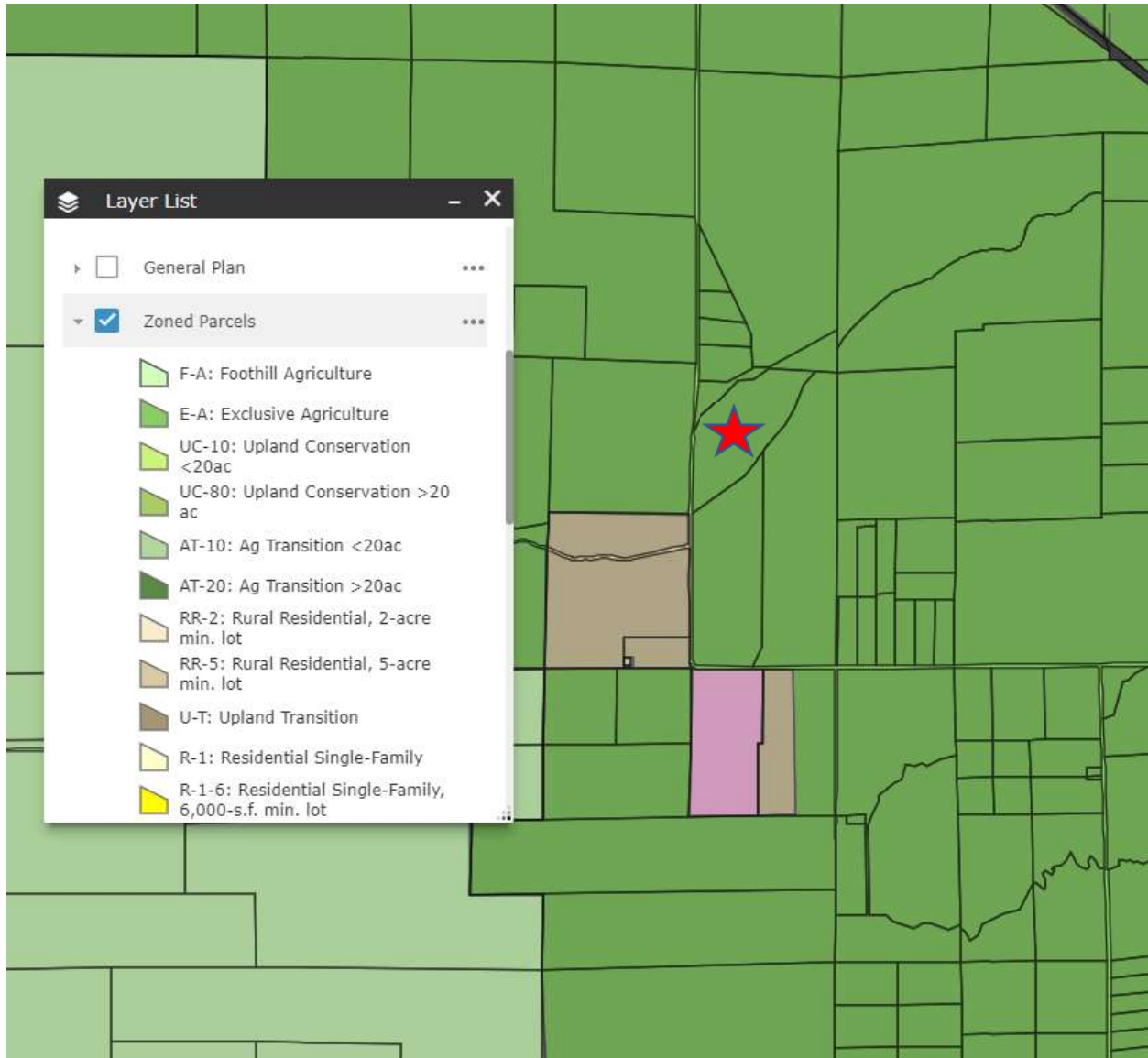
Assessor's Parcel Number 018-250-011 **"Sand Creek Pit" Colusa County California** **Property Characteristics**

General Plan: Agricultural General



Assessor's Parcel Number 018-250-011 "Sand Creek Pit" Colusa County California Property Characteristics

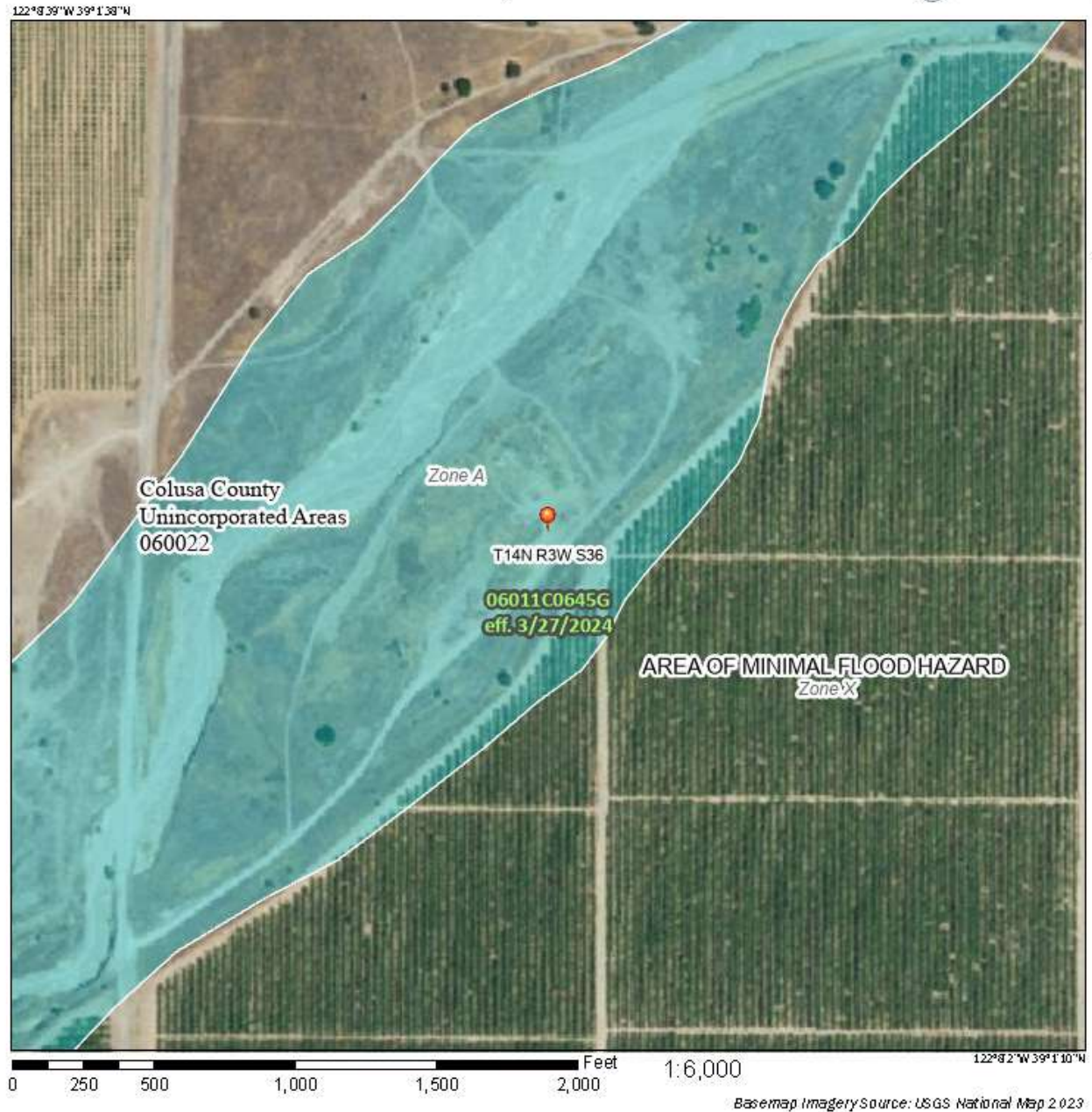
Zoning: Exclusive Agriculture



**Assessor's Parcel Number 018-250-011
 "Sand Creek Pit" Colusa County California
 Property Characteristics**

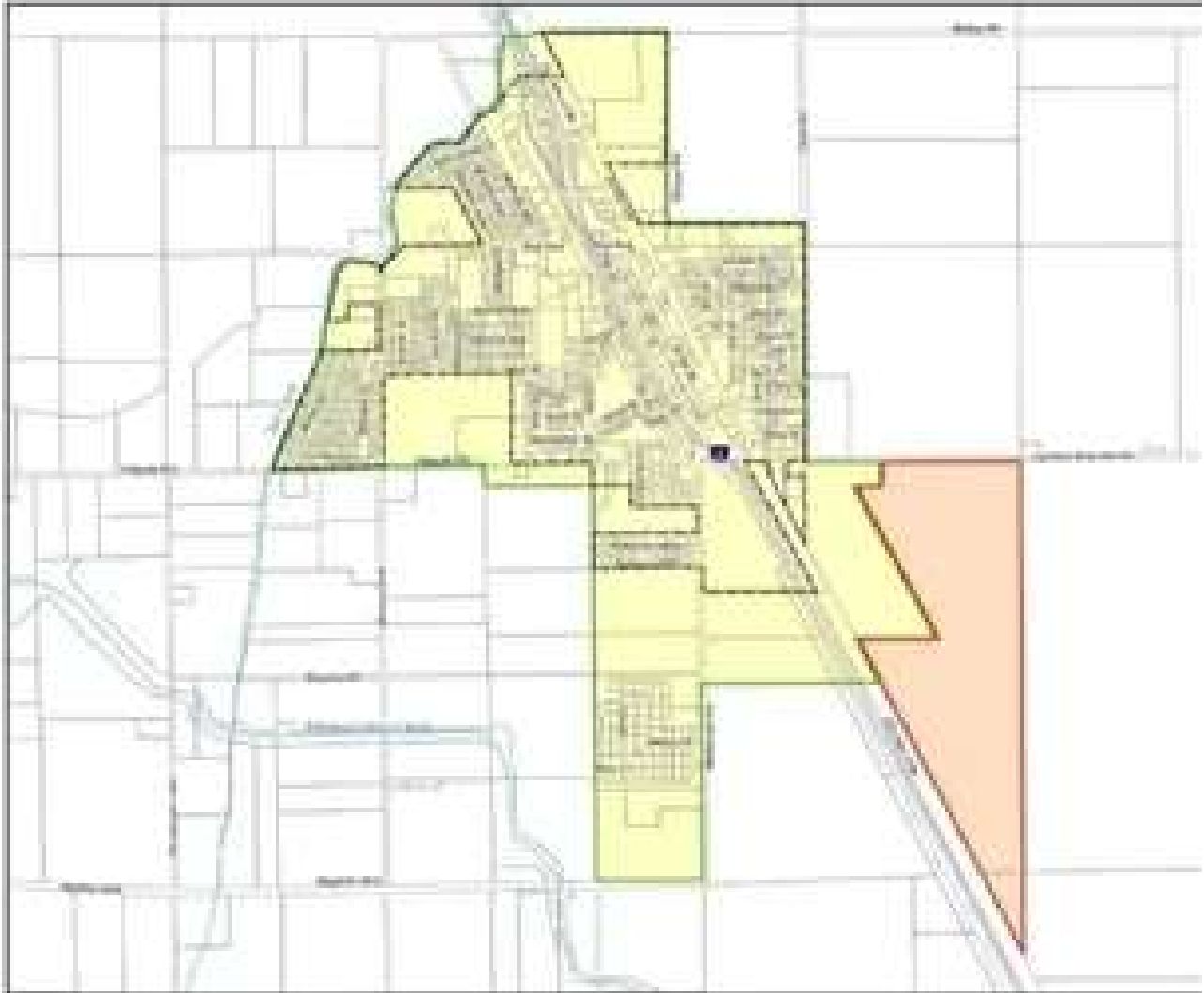
Flood Zone: The property is in an "A" Flood Zone

National Flood Hazard Layer FIRMette



Assessor's Parcel Number 018-250-011 “Sand Creek Pit” Colusa County California Property Characteristics

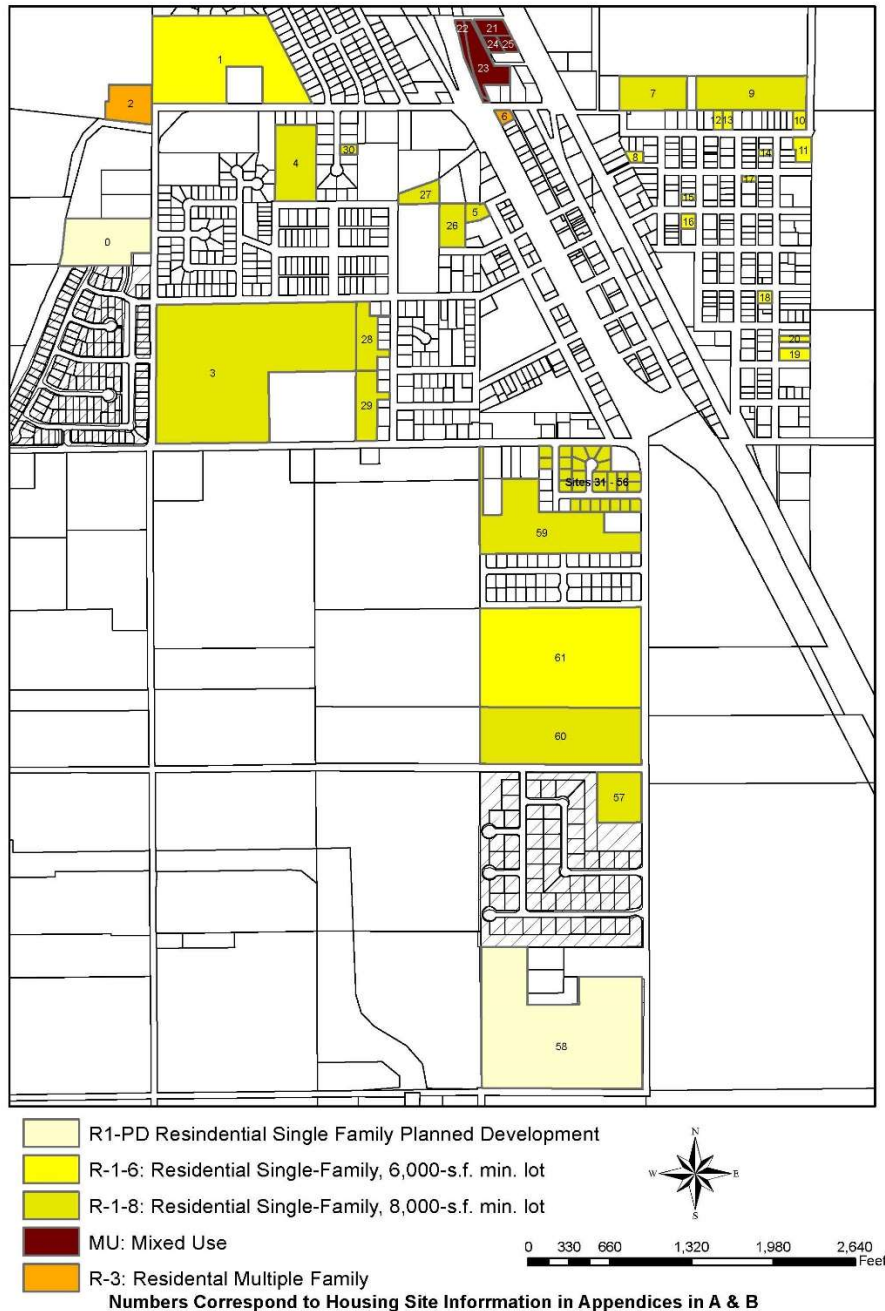
Service District: The project site is located outside of Arbuckle Public Utility District which is approximately 4.5 miles away. Please note that there is currently a moratorium on new connections in the district.



Assessor's Parcel Number 018-250-011 **"Sand Creek Pit" Colusa County California** **Property Characteristics**

Colusa County 2019 Housing Element: The project site is not identified as a potential housing site in the Arbuckle area (the closest community).

Figure 3-1
Arbuckle Housing Sites Inventory (Map A)

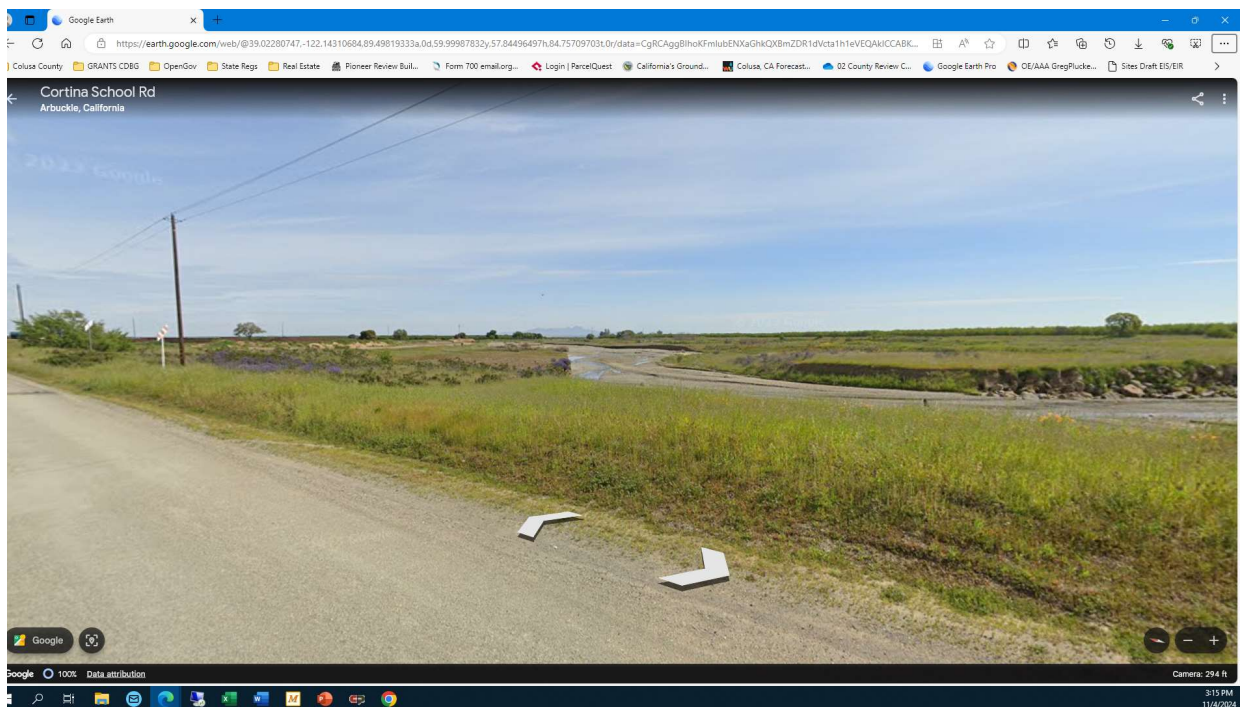


Assessor's Parcel Number 018-250-011

"Sand Creek Pit" Colusa County California

Property Characteristics

Street Views:



Attachment: Sand Creek Property Overview and Characteristics (10076 : Resolution declaring real property surplus Sand Creek Pit - Arbutle)

RESOLUTION NO. 24-

**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
DECLARING CERTAIN COUNTY OWNED PROPERTY SURPLUS LAND
PURSUANT TO THE CALIFORNIA SURPLUS LANDS ACT
(APN 018-250-011 – Sand Creek Pit, Arbuckle, CA)**

WHEREAS, the County of Colusa (“County”) owns Colusa County Assessor’s Parcel Number 018-250-011, also known as Sand Creek Pit, Arbuckle, California, consisting of 60.91 acres on Cortina School Road in the unincorporated area (“Property”); and

WHEREAS, the County has previously operated this location as an aggregate mine for public works performed by County; and

WHEREAS, the County has determined that it is in the County’s best interest to lease a portion of said Property;

WHEREAS, the Surplus Land Act, Government Code section 54220 et seq., applies when a local agency disposes of “surplus land”, as that term is defined in Government Code section 54221;

WHEREAS, the Surplus Land Act amended effective January 1, 2020 (hereinafter hereafter the “SLA”) states that property shall be declared either “surplus land” or “exempt surplus land” before a local agency may take any action to dispose of it; and adding limitations providing that an agency’s use shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development or property disposed of for the sole purpose of investment or generation of revenue, until such time as it has been offered for use for development of low-or moderate-income housing, parks, open space or school purposes.

WHEREAS, in order to pursue new uses for the Property, including the possible disposition through sale or lease of the property, the County must comply with the SLA.

WHEREAS, pursuant to the SLA, County staff will send a written notice of availability of the property by electronic mail or by certified mail to all of the entities identified in Government Code section 54222;

WHEREAS, subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of receiving the County’s notice, and the County and the entity/agency so responding to the notice may negotiate price and terms for disposition of the Property; and

WHEREAS, pursuant to Government Code section 54223, in the event no agreement is reached between the County and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the SLA.

NOW, THEREFORE, BE IT RESOLVED the foregoing recitals are hereby incorporated and adopted as the findings of the County Board of Supervisors; and

BE IT FURTHER RESOLVED for purposes of compliance with the Surplus Land Act, the northerly 10 acres of Assessor's Parcel Number 018-250-011, as shown on the attached Exhibit A, is hereby declared as non-exempt surplus land and not currently necessary for the County's use; and

BE IT FURTHER RESOLVED that the County Administrator, or her designee, is directed to proceed with the notification and negotiation requirements of the Surplus Land Act to facilitate the possible disposition and reuse of the property.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa this 12th day of November, 2024 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Gary J. Evans, Chair
Colusa County Board of Supervisors

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

By: _____
Patricia Rodriguez, Deputy Board Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

EXHIBIT A





Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Air Pollution Control

FROM: Casey Ryan

SUBJECT: Adopt a Resolution Approving and Authorizing the Application to Administer The Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program.

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution Approving and Authorizing the Application to Administer The Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program.

Detailed Description/Background of request

The Carl Moyer Memorial Air Quality Standards Attainment Program ("Carl Moyer") and the Moyer Rural Assistance Program ("RAP") are state programs that provide grant funding for cleaner-than-required engines and equipment. Grants under the 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-four (24) years and RAP for the past nineteen (19) 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 and the Moyer Rural Assistance Program.

Prior Board Action

The Board previously authorized the District to apply to administer the programs. This has been approved every year for the last twenty-four (24) years with regard to the Carl Moyer Program and every year for the last nineteen (19) years with regard to the Moyer Rural Assistance Program.

Fiscal Impact/Funding Source

This is a revenue agreement of up to \$200,000 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

Obtain all necessary signatures and submit the resolution to MSCDGrants@arb.ca.gov and Nilda.Ruiz@arb.ca.gov.

Obtain necessary signatures and submit a copy of the resolution to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- Carl Moyer Program (Year 27) Application - 20241015 (PDF)
- Carl Moyer Program (Year 27) Resolution (DOCX)

Attachment 3: Carl Moyer Program Application

MSCD/ITAB-099 (REV. 09/2024) 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-community-air-protection-incentives>.

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		v
Street Address: 100 Sunrise Blvd., Suite F	City/Zip Code: Colusa, CA 95932	
Contact Person: Casey Ryan	Telephone Number: 530-458-0583	
E-mail: cryan@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 27	v	Fiscal Year: Fiscal Year 24-25	v
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 ¹ Select Percentage			
☒ Air District is under one million inhabitants ¹ 15%			

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:
--

Attachment: Carl Moyer Program (Year 27) Application - 20241015 (10145 : Carl Moyer Program (Year 27))

¹ This currently reflects the current and proposed admin percentages

Attachment 3: Carl Moyer Program Application

MSCD/ITAB-099 (REV. 09/2024) Page 2 of 3

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: N/A Total Air District Match: N/A
☐ Request Allocation (Tentative allocation plus greater amount) Total Air District Match: N/A
☐ Other Total Air District Match: N/A

Specify match funding by Source and Amount (The total should equal the total amount indicated above):

Source of Funding	Dollar Amount
N/A	
N/A	
N/A	
Estimated In-Kind Administration: (Up to 15% of Total District Match) N/A	

Attachment: Carl Moyer Program (Year 27) Application - 20241015 (10145 : Carl Moyer Program (Year 27))

Attachment 3: Carl Moyer Program Application

MSCD/ITAB-099 (REV. 09/2024) Page 3 of 3

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: November 12, 2024

Section 6: Air District Contact Information

Air District Air Pollution Control Officer	Telephone Number	Email Address
M. Anastacia Allen	530-458-0590	mallen@countyofcolusaca.gov

Air District Carl Moyer Program Manager	Telephone Number	Email Address
Casey Ryan	530-458-0583	cryan@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: 10/15/2024
--	----------------------------------

Attachment: Carl Moyer Program (Year 27) Application - 20241015 (10145 : Carl Moyer Program (Year 27))

RESOLUTION NO. 24-

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION
CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO
ADMINISTER THE CARL MOYER PROGRAM AND THE MOYER RURAL ASSISTANCE
PROGRAM

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); 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 approves and authorizes submittal of an application to the California Air Resources Board for the Carl Moyer Program and the Moyer Rural Assistance Program 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 and Moyer Rural Assistance Program projects, accept grant amounts, request disbursements, and approve contracts.

PASSED AND ADOPTED this 12th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Board Chair

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

APPROVED AS TO FORM:

Patricia Rodriguez, Deputy Clerk

Richard Stout, County Counsel



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Designation of 2025 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

Designation of 2025 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

Detailed Description/Background of request

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 2025 and Installation of Officers will be held on January 8, 2025.

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 by the Board, and file a Form 700.

Prior Board Action

Appointment is done every year
2024 Supervisor Daurice Smith was appointed as the Delegate and Supervisor Boes as the Alternate.

Fiscal Impact/Funding Source

None

Action for the Clerk

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:

- RCRC 2025 MEMO & FORM (PDF)
- 2024 Committees Commissions Boards and District Voting Assignments (PDF)
- RCRC 2025 Meeting Calendar FINAL 10222024 (PDF)



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 21, 2024

Re: Designation of the 2025 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 2025 and Installation of Officers will be held on January 8th.

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 2025 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, 2025, 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.

2024 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS

Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)

Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)

Kaline Moore
Ignacio Prado (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE

Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5

J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)

Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD

Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA

Gary J. Evans
Janice A .Bell (Alt)

COMMUNITY ACTION PARTNERSHIP

Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD

J. Merced Corona

ECONOMIC DEVELOPMENT CORPORATION (EDC) COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE

Kent S. Boes
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE

Chair (Also serves as Chair of Committee)
Gary J. Evans

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors

Daurice Smith
Kent Boes (Alt)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors

Daurice Smith
Kent Boes (Alt)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334

Kent S. Boes (Alt) **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell **1/17/2023 - 1/16/2027**

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION

Gary J. Evans
Kent S. Boes
Daurice K. Smith

NATIONAL ASSOCIATION OF COUNTIES (NACo)

Janice A. Bell
Kent S. Boes (Alt)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)

Daurice K. Smith **1/17/2023 - 1/16/2025**
Janice A. Bell (Alt) **1/16/24 - 1/16/2026**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)

Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)

Gary J. Evans **appointed 1/17/2023**
Janice A. Bell (Alt) **appointed 1/16/2024**
Denise J. Carter- **Public Member appointed 1/17/2023**

Technical Advisory Committee (TAC) Appointments

Shall include one staff person from each county and one landowner representative from each county (2 year terms)

Staff Person: **Steve Geiger Term: 10/25/22 - 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 - 03/28/24**

PARTNERHSIP HEALTH PLAN OF CALIFORNIA COMMISSION

Elizabeth Kelly **Appointed 3/12/24**
Term: **1/1/24 - 12/31/27**

PASSAGES AREA III AGENCY OF AGING

(Added 10/25/22)

One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors

**Two members selected through open application approved by the Advisory Council
Membership Committee
One Board of Supervisors representative**

Elizabeth Kelly

REGIONAL HOUSING AUTHORITY

Kent S. Boes **1/16/2024 – 1/17/2025**

John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**

**(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term,
non- elected appointees serves a 4 yrs. term)**

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

Daurice Smith

Kent Boes (Alt)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

Daurice Smith

Michael Azevedo (Alt)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL

Gary J. Evans

J. Merced Corona (Alt)

SIERRA SACRAMENTO EMS

J. Merced Corona

Daurice K. Smith (Alt)

SITES JPA

Gary J. Evans

Michael Azevedo (Alt)

SITES RESERVOIR COMMITTEE

Michael Azevedo

Gary J. Evans (Alt)

TREASURY OVERSIGHT COMMITTEE

Janice A. Bell

J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA

J. Merced Corona

Wendy G. Tyler

TRINDEL JPA

Kaline Moore

Ignacio Prado

RCRC AND AFFILIATED ENTITIES 2025 Meeting Calendar

All dates and locations are subject to change

<u>January</u>		
January 8	RCRC, GSFA & GSCA Board Meetings	Sacramento
January 8	RCRC Installation Reception	Sacramento
January 16	CSAC Executive Committee	Sacramento
January 29 - 31	CSAC Executive Committee Leadership Forum	San Diego County
<u>February</u>		
February 13	CSAC Board Meeting	Sacramento
February 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
<u>March</u>		
March 1-4	NACo Legislative Conference	Washington, DC
March 13-14	CSAC Regional Meeting	TBD
March 26	RCRC, GSFA & GSCA Board Meetings	Sacramento
March 27	ESJPA Board Meeting	Sacramento
<u>April</u>		
April 3	CSAC Executive Committee	Los Angeles Coun
April 23-25	CSAC Legislative Conference	Sacramento
April 25	CSAC Board Meeting	Sacramento
<u>May</u>		
May 14	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May 20-23	NACo WIR Conference	Pennington County, D
<u>June</u>		
June 12-13	CSAC Regional Meeting	TBD
June 12	ESJPA Board Meeting	Sacramento
June 25 to 27	RCRC, GSFA & GSCA Board Meetings	Modoc County
<u>July</u>		
July 11-14	NACo Annual Conference	Philadelphia, PA
July 23	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
<u>August</u>		
August 13	RCRC, GSFA & GSCA Board Meetings	Sacramento
August 14	ESJPA Board Meeting	Sacramento
August 21	CSAC Executive Committee	Sacramento
<u>September</u>		
September 11	CSAC Board Meeting	Sacramento
September 17-19	RCRC Annual Meeting	Placer County
September 19	RCRC, GSFA & GSCA Board Meetings	Placer County
<u>October</u>		
October 8-10	CSAC Executive Committee Retreat	TBD
October 15	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
October 16	ESJPA Board Meeting	Sacramento
<u>November</u>		
November 5	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10162 : Designation of 2025 RCRC Board of Directors, Delegates and Alternates)

December

December 1-5
December 4

December 10

December 11
December 17-19

CSAC Annual Meeting
CSAC Board Meeting
RCRC, GSFA & GSCA Board Meetings
ESJPA Board Meeting
CSAC Officers Retreat

Santa Clara Count
Sacramento
Sacramento
Sacramento
TBD

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10162 : Designation of 2025 RCRC Board of Directors, Delegates and Alternates)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Designation of 2025 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors

Designation of 2025 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors.

Detailed Description/Background of request

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 RCRC Board Meeting of 2025 and Installation of Officers will be held on January 8, 2025.

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.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Prior Board Action

Appointment is done every year

2024 Supervisor Smith was appointed the Delegate and Supervisor Boes the Alternate.

Fiscal Impact/Funding Source**Action for the Clerk**

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:

- GSFA 2025 MEMO & FORM (PDF)
- 2024 Committees Commissions Boards and District Voting Assignments (PDF)

Action Item (ID # 10163)

Meeting of November 12, 2024

- RCRC 2025 Meeting Calendar FINAL 10222024 (PDF)



Golden State Finance Authority (GSFA)
 1215 K Street, Suite 1650 · Sacramento, California 95814
 Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: Members of the GSFA Board of Directors
 GSFA Member County CAO's
 GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 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 2025 will be held on January 8th.

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 2025 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, 2025, 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.

2024 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS

Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)

Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)

Kaline Moore
Ignacio Prado (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE

Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5

J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)

Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD

Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA

Gary J. Evans
Janice A .Bell (Alt)

COMMUNITY ACTION PARTNERSHIP

Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD

J. Merced Corona

ECONOMIC DEVELOPMENT CORPORATION (EDC) COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE

Kent S. Boes
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE

Chair (Also serves as Chair of Committee)
Gary J. Evans

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors

Daurice Smith
Kent Boes (Alt)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors

Daurice Smith
Kent Boes (Alt)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334

Kent S. Boes (Alt) **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell **1/17/2023 - 1/16/2027**

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION

Gary J. Evans
Kent S. Boes
Daurice K. Smith

NATIONAL ASSOCIATION OF COUNTIES (NACo)

Janice A. Bell
Kent S. Boes (Alt)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)

Daurice K. Smith **1/17/2023 - 1/16/2025**
Janice A. Bell (Alt) **1/16/24 - 1/16/2026**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)

Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)

Gary J. Evans **appointed 1/17/2023**
Janice A. Bell (Alt) **appointed 1/16/2024**
Denise J. Carter- **Public Member appointed 1/17/2023**

Technical Advisory Committee (TAC) Appointments

Shall include one staff person from each county and one landowner representative from each county (2 year terms)

Staff Person: **Steve Geiger Term: 10/25/22 - 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 - 03/28/24**

PARTNERHSIP HEALTH PLAN OF CALIFORNIA COMMISSION

Elizabeth Kelly **Appointed 3/12/24**
Term: **1/1/24 - 12/31/27**

PASSAGES AREA III AGENCY OF AGING

(Added 10/25/22)

One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors

**Two members selected through open application approved by the Advisory Council
Membership Committee
One Board of Supervisors representative**

Elizabeth Kelly

REGIONAL HOUSING AUTHORITY

Kent S. Boes **1/16/2024 – 1/17/2025**

John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**

**(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term,
non- elected appointees serves a 4 yrs. term)**

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

Daurice Smith

Kent Boes (Alt)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

Daurice Smith

Michael Azevedo (Alt)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL

Gary J. Evans

J. Merced Corona (Alt)

SIERRA SACRAMENTO EMS

J. Merced Corona

Daurice K. Smith (Alt)

SITES JPA

Gary J. Evans

Michael Azevedo (Alt)

SITES RESERVOIR COMMITTEE

Michael Azevedo

Gary J. Evans (Alt)

TREASURY OVERSIGHT COMMITTEE

Janice A. Bell

J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA

J. Merced Corona

Wendy G. Tyler

TRINDEL JPA

Kaline Moore

Ignacio Prado

RCRC AND AFFILIATED ENTITIES 2025 Meeting Calendar

All dates and locations are subject to change

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January 8	RCRC Installation Reception	Sacramento
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January 29 - 31	CSAC Executive Committee Leadership Forum	San Diego County
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March 1-4	NACo Legislative Conference	Washington, DC
March 13-14	CSAC Regional Meeting	TBD
March 26	RCRC, GSFA & GSCA Board Meetings	Sacramento
March 27	ESJPA Board Meeting	Sacramento
<u>April</u>		
April 3	CSAC Executive Committee	Los Angeles Coun
April 23-25	CSAC Legislative Conference	Sacramento
April 25	CSAC Board Meeting	Sacramento
<u>May</u>		
May 14	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May 20-23	NACo WIR Conference	Pennington County, D
<u>June</u>		
June 12-13	CSAC Regional Meeting	TBD
June 12	ESJPA Board Meeting	Sacramento
June 25 to 27	RCRC, GSFA & GSCA Board Meetings	Modoc County
<u>July</u>		
July 11-14	NACo Annual Conference	Philadelphia, PA
July 23	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
<u>August</u>		
August 13	RCRC, GSFA & GSCA Board Meetings	Sacramento
August 14	ESJPA Board Meeting	Sacramento
August 21	CSAC Executive Committee	Sacramento
<u>September</u>		
September 11	CSAC Board Meeting	Sacramento
September 17-19	RCRC Annual Meeting	Placer County
September 19	RCRC, GSFA & GSCA Board Meetings	Placer County
<u>October</u>		
October 8-10	CSAC Executive Committee Retreat	TBD
October 15	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
October 16	ESJPA Board Meeting	Sacramento
<u>November</u>		
November 5	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10163 : Designation of 2025 GSFA Board of Directors, Delegate and Alternate)

December

December 1-5

December 4

December 10

December 11

December 17-19

CSAC Annual Meeting

CSAC Board Meeting

RCRC, GSFA & GSCA Board Meetings

ESJPA Board Meeting

CSAC Officers Retreat

Santa Clara Count

Sacramento

Sacramento

Sacramento

TBD

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10163 : Designation of 2025 GSFA Board of Directors, Delegate and Alternate)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Designation of 2025 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.

Designation of 2025 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.

Detailed Description/Background of request

Annually, 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 2025 will be held on January 8, 2025.

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.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Prior Board Action

Appointment is done every year

2024 Supervisor Smith was appointed as the Delegate and Supervisor Boes as the Alternate.

Fiscal Impact/Funding Source

None

Action for the Clerk

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:

- GSCA 2025 MEMO & FORM (PDF)

Action Item (ID # 10164)

Meeting of November 12, 2024

- 2024 Committees Commissions Boards and District Voting Assignments (PDF)
- RCRC 2025 Meeting Calendar FINAL 10222024 (PDF)



To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 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 2025 will be held on January 8th.

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 2025 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, 2025, 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.

2024 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS

Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)

Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)

Kaline Moore
Ignacio Prado (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE

Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5

J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)

Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD

Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA

Gary J. Evans
Janice A .Bell (Alt)

COMMUNITY ACTION PARTNERSHIP

Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD

J. Merced Corona

ECONOMIC DEVELOPMENT CORPORATION (EDC) COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE

Kent S. Boes
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE

Chair (Also serves as Chair of Committee)
Gary J. Evans

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors

Daurice Smith
Kent Boes (Alt)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors

Daurice Smith
Kent Boes (Alt)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334

Kent S. Boes (Alt) **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell **1/17/2023 - 1/16/2027**

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION

Gary J. Evans
Kent S. Boes
Daurice K. Smith

NATIONAL ASSOCIATION OF COUNTIES (NACo)

Janice A. Bell
Kent S. Boes (Alt)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)

Daurice K. Smith **1/17/2023 - 1/16/2025**
Janice A. Bell (Alt) **1/16/24 - 1/16/2026**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)

Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)

Gary J. Evans **appointed 1/17/2023**
Janice A. Bell (Alt) **appointed 1/16/2024**
Denise J. Carter- **Public Member appointed 1/17/2023**

Technical Advisory Committee (TAC) Appointments

Shall include one staff person from each county and one landowner representative from each county (2 year terms)

Staff Person: **Steve Geiger Term: 10/25/22 - 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 - 03/28/24**

PARTNERHSIP HEALTH PLAN OF CALIFORNIA COMMISSION

Elizabeth Kelly **Appointed 3/12/24**
Term: **1/1/24 - 12/31/27**

PASSAGES AREA III AGENCY OF AGING

(Added 10/25/22)

One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors

**Two members selected through open application approved by the Advisory Council
Membership Committee
One Board of Supervisors representative**

Elizabeth Kelly

REGIONAL HOUSING AUTHORITY

Kent S. Boes **1/16/2024 – 1/17/2025**

John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**

**(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term,
non- elected appointees serves a 4 yrs. term)**

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

Daurice Smith

Kent Boes (Alt)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

Daurice Smith

Michael Azevedo (Alt)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL

Gary J. Evans

J. Merced Corona (Alt)

SIERRA SACRAMENTO EMS

J. Merced Corona

Daurice K. Smith (Alt)

SITES JPA

Gary J. Evans

Michael Azevedo (Alt)

SITES RESERVOIR COMMITTEE

Michael Azevedo

Gary J. Evans (Alt)

TREASURY OVERSIGHT COMMITTEE

Janice A. Bell

J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA

J. Merced Corona

Wendy G. Tyler

TRINDEL JPA

Kaline Moore

Ignacio Prado

RCRC AND AFFILIATED ENTITIES 2025 Meeting Calendar

All dates and locations are subject to change

<u>January</u>		
January 8	RCRC, GSFA & GSCA Board Meetings	Sacramento
January 8	RCRC Installation Reception	Sacramento
January 16	CSAC Executive Committee	Sacramento
January 29 - 31	CSAC Executive Committee Leadership Forum	San Diego County
<u>February</u>		
February 13	CSAC Board Meeting	Sacramento
February 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
<u>March</u>		
March 1-4	NACo Legislative Conference	Washington, DC
March 13-14	CSAC Regional Meeting	TBD
March 26	RCRC, GSFA & GSCA Board Meetings	Sacramento
March 27	ESJPA Board Meeting	Sacramento
<u>April</u>		
April 3	CSAC Executive Committee	Los Angeles Coun
April 23-25	CSAC Legislative Conference	Sacramento
April 25	CSAC Board Meeting	Sacramento
<u>May</u>		
May 14	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May 20-23	NACo WIR Conference	Pennington County, D
<u>June</u>		
June 12-13	CSAC Regional Meeting	TBD
June 12	ESJPA Board Meeting	Sacramento
June 25 to 27	RCRC, GSFA & GSCA Board Meetings	Modoc County
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July 11-14	NACo Annual Conference	Philadelphia, PA
July 23	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
<u>August</u>		
August 13	RCRC, GSFA & GSCA Board Meetings	Sacramento
August 14	ESJPA Board Meeting	Sacramento
August 21	CSAC Executive Committee	Sacramento
<u>September</u>		
September 11	CSAC Board Meeting	Sacramento
September 17-19	RCRC Annual Meeting	Placer County
September 19	RCRC, GSFA & GSCA Board Meetings	Placer County
<u>October</u>		
October 8-10	CSAC Executive Committee Retreat	TBD
October 15	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
October 16	ESJPA Board Meeting	Sacramento
<u>November</u>		
November 5	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10164 : Designation of 2025 GSCA Board of Directors, Delegate and Alternate)

December
December 1-5
December 4
December 10
December 11
December 17-19

CSAC Annual Meeting
CSAC Board Meeting
RCRC, GSFA & GSCA Board Meetings
ESJPA Board Meeting
CSAC Officers Retreat

Santa Clara Count
Sacramento
Sacramento
Sacramento
TBD

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10164 : Designation of 2025 GSCA Board of Directors, Delegate and Alternate)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Designation of 2025 Delegate and Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Designation of 2025 Delegate and Alternate for the 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 the ESJPA Board of Directors. The first ESJPA Board Meeting of 2025 will be held on March 27, 2025.

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.

Prior Board Action

Appointment is done every year

Fiscal Impact/Funding Source

Action for the Clerk

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:

- ESJPA 2025 MEMO & FORM (PDF)
- 2024 Committees Commissions Boards and District Voting Assignments (PDF)

- RCRC 2025 Meeting Calendar FINAL 10222024 (PDF)



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 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 2025 will be held on March 27th.

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 2025 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, 2025, 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.

2024 Committees, Commissions, Boards, & District Voting Member Assignments

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Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

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Kaline Moore
Ignacio Prado (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE

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Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5

J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)

Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD

Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA

Gary J. Evans
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COMMUNITY ACTION PARTNERSHIP

Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD

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Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE

Chair (Also serves as Chair of Committee)
Gary J. Evans

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors

Daurice Smith
Kent Boes (Alt)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors

Daurice Smith
Kent Boes (Alt)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334

Kent S. Boes (Alt) **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell **1/17/2023 - 1/16/2027**

LOCAL TRANSIT AGENCY & TRANSPORTATION COMMISSION

Gary J. Evans
Kent S. Boes
Daurice K. Smith

NATIONAL ASSOCIATION OF COUNTIES (NACo)

Janice A. Bell
Kent S. Boes (Alt)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)

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Janice A. Bell (Alt) **1/16/24 - 1/16/2026**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)

Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)

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(Added 10/25/22)

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**Two members selected through open application approved by the Advisory Council
Membership Committee
One Board of Supervisors representative**

Elizabeth Kelly

REGIONAL HOUSING AUTHORITY

Kent S. Boes **1/16/2024 – 1/17/2025**

John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**

**(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term,
non- elected appointees serves a 4 yrs. term)**

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

Daurice Smith

Kent Boes (Alt)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

Daurice Smith

Michael Azevedo (Alt)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL

Gary J. Evans

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SITES JPA

Gary J. Evans

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SITES RESERVOIR COMMITTEE

Michael Azevedo

Gary J. Evans (Alt)

TREASURY OVERSIGHT COMMITTEE

Janice A. Bell

J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA

J. Merced Corona

Wendy G. Tyler

TRINDEL JPA

Kaline Moore

Ignacio Prado

RCRC AND AFFILIATED ENTITIES 2025 Meeting Calendar

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April 25	CSAC Board Meeting	Sacramento
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May 20-23	NACo WIR Conference	Pennington County, D
<u>June</u>		
June 12-13	CSAC Regional Meeting	TBD
June 12	ESJPA Board Meeting	Sacramento
June 25 to 27	RCRC, GSFA & GSCA Board Meetings	Modoc County
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July 11-14	NACo Annual Conference	Philadelphia, PA
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Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10165 : Designation of 2025 ESJPA Board of Directors, Delegate and Alternate)

December
December 1-5
December 4
December 10
December 11
December 17-19

CSAC Annual Meeting
CSAC Board Meeting
RCRC, GSFA & GSCA Board Meetings
ESJPA Board Meeting
CSAC Officers Retreat

Santa Clara Count
Sacramento
Sacramento
Sacramento
TBD

Attachment: RCRC 2025 Meeting Calendar FINAL 10222024 (10165 : Designation of 2025 ESJPA Board of Directors, Delegate and Alternate)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

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

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

Detailed Description/Background of request

On September 30, 2024, the Board received two Notices of Non-Gaming Land Acquisition Application from the Bureau of Indian Affairs, for applications filed by the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria ("CCIC").

The Notice requests the County provide information within 30 days of receipt of the notice concerning property taxes, special assessments, governmental services provided as well as zoning consistency information for the intended use. The County requested, and was granted, an extension to December 2, 2024 to provide this information.

Application 53870 includes 8 parcels totaling approximately 1660 acres. The current use of the property is agriculture, including tomatoes, almonds and rice. The proposed use by CCIC is to continue to use the property for economic development in the form of agriculture.

Application 50799 is a single parcel totaling approximately 520 acres. The current use of the property is primarily agriculture, used for tomatoes most recently. The parcel also has one residence on it, occupied by a tribal member. The proposed uses by CCIC are continued agriculture, as well as adding retail and commercial businesses for economic development and an additional 1 to 20 houses for tribal members.

The requested information has been gathered and comments on the applications have been developed by County staff for your consideration in the attached letters.

Prior Board Action

None.

Fiscal Impact/Funding Source

Potential loss of property tax revenue and special assessments county-wide in the amount of \$164,255 annually based on the 2024-25 tax year.

Action for the Clerk

Obtain signature on both letters, send to addressee and to cc's including those on "distribution list" and provide copy to CAO.

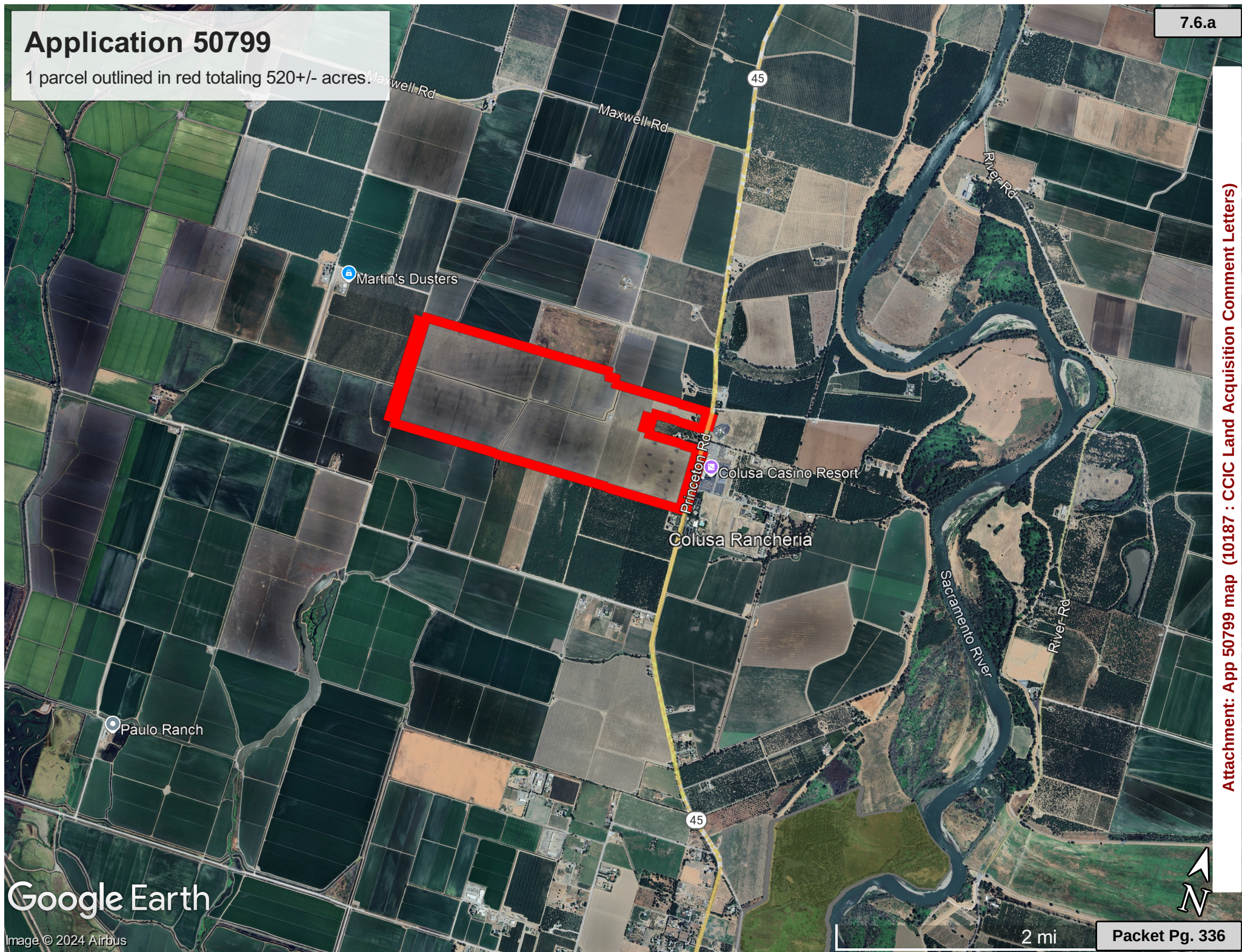
ATTACHMENTS:

- App 50799 map (PDF)
- App 53870 map (PDF)
- Response to Land Acquisition Application 50799 (PDF)
- Response to Land Acquisition Application 53870 (PDF)
- 09-30-24 United States Department of the Interior Bureau of Indian Affairs Case No. 50799 (PDF)
- 09-30-24 United States Department of the Interior Bureau of Indian Affairs Case No. 53870 (PDF)

Application 50799

1 parcel outlined in red totaling 520+/- acres

7.6.a



Google Earth

Image © 2024 Airbus

Attachment: App 50799 map (10187 : CCIC Land Acquisition Comment Letters)

2 mi

Packet Pg. 336

Application 53870

8 parcels outlined in red totalling
1660+/- acres.

7.6.b

Maxwell Rd

Maxwell Rd

Maxwell Rd

45

Martin's Dusters

Colusa Casino Resort

Colusa Rancheria

Princeton Rd

Sacramento R

Google Earth

Image © 2024 Airbus

Paulo Ranch

2 mi

Packet Pg. 337

Attachment: App 53870 map (10187 : CCIC Land Acquisition Comment Letters)



Wendy G. Tyler, CAO
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508 Ph (530) 458-0510 fax
www.countyofcolusa.com

November 12, 2024

VIA EMAIL amy.dutschke@bia.gov and US MAIL

United States Department of the Interior
Bureau of Indian Affairs
Pacific Regional Office
ATTN: Amy Dutschke, Regional Director
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

RE: Case Number 50799
Notice of Non-Gaming Land Acquisition Application

Dear Ms. Dutschke:

In response to the above-referenced notice, the Colusa County Board of Supervisors provides the following response/comments:

For the single parcel covered under this application, property taxes for the 2024/25 year total \$47,364.08, as follows:

APN	LAND VALUE	STRUCTURE VALUE	GROWING IMPS	TOTAL	TAXES DUE
015-020-015	3,742,856	225,891	214,442	4,183,189	47,364.08

Special Assessments, handled by the Colusa County Auditor's Office, on behalf of various agencies total \$3,383.54, as follows:

Parcel Number	Colusa Groundwater Authority (50595)	Colusa Rural Fire (50603)	Colusa Basin Drainage (50627)	Colusa Mosquito Abatement (50637)	Colusa Mosquito Disease Control (50638)	Sac River Levee maintenance (50673)	Colusa Mosquito Abatement 2024 (56531)
015-020- 015-000	\$628.36	\$404.30	\$52.90	\$20.00	\$78.80	\$2,136.00	\$63.18
						TOTAL	\$3,383.54

Amy Dutschke
November 12, 2024
Page Two

As to the services provided by the County to the properties under this application: The Colusa County Agricultural Commissioner/Sealer of Weights and Measures and the Colusa County Sheriff's Department all provide some level of service either to the properties, including agricultural permitting, monitoring, and crop certifications, and public safety response.

As to the consistency or inconsistency of the intended use with County zoning: The stated intended use is agriculture, as well as economic development in the form of retail and commercial businesses, as well as housing for Tribal members.

Pursuant to the County's General Plan and Zoning Code, the property is zoned Exclusive Agriculture (E-A) which has a minimum lot size of 40 acres. This Exclusive Agriculture zoning is consistent with the surrounding properties. This consistency is supported by the fact that the property is surrounded on 3 sides by commercial production agricultural, with annual and permanent crops such as rice, walnuts, almonds, fruit and vegetable seed. However, the County has concerns regarding what other agricultural endeavors or uses the property may be used for that could be incompatible with the surrounding agricultural operations on the neighboring properties. The Agricultural Commissioner's Office currently ensures that agricultural operations on one property does not negatively impact the agricultural operations occurring on other nearby properties. As such, any ongoing agricultural operations and farming practices should be required to follow all CEQA requirements in coordination and cooperation with the Agricultural Commissioner's Office.

The housing component is not consistent with the land's current zoning of Exclusive Agriculture, compatibility for the retail and commercial business component will be determined by what those retail and commercial businesses are proposed to be (something not disclosed in the Tribes Application).

Proper planning of housing developments to ensure the safety of the residents while minimizing the impact on existing agricultural operations is imperative to a successful and safe community. We also have concerns for the potential need for additional water and sewer services which may have an impact on neighboring properties.

Given the blended use proposed, the following recommendations can provide a pathway to achieving this objective.

- Residential development should be clustered and designed to avoid noise impacts from Highway 45 and adjoining agricultural uses
- Clustered housing should be placed nearest to the street
- Maintain a minimum 300' buffer/open space between residential structures and surrounding agriculture lands
- Residential properties must have all commercial agricultural trees removed (walnut, almond, pistachio, pecan, etc.)

Amy Dutschke
November 12, 2024
Page Three

- A landscaped berm (6' high) with staggered evergreen vegetation should be installed and maintained on all sides of development boarding adjacent agricultural land (E-A Zoning).

It is also noted by the County that this application (50799) proposes construction of 1 to 20 houses, which is the same number of houses referenced in the Notice for another parcel of property covered in Case Number 51275. These parcels designated for construction of 2 to 40 houses, are approximately 3 miles from one another and on opposite sides of State Highway 45. This geographical distance would seem to exacerbate the issues with regard to provision of additional water and sewer services, mentioned above.

The loss of property tax revenues and special assessments is of concern to the County. In an era of stagnant revenues, and increasing costs, the loss of more than \$47,000 annually, will negatively impact services throughout the county.

The County desires to support the Colusa County Indian Community in their efforts, but we must also look out for the best interests of the entirety of the county population, and one property owners' activities should not cause harm of others.

Sincerely,

WENDY G. TYLER
County Administrative Officer

:wgt

cc: Senator Laphonza Butler
Senator Alex Padilla
Congressman Doug LaMalfa
Arvada Wolfin, BIA Supervisory Realty Specialist
Application Distribution List

Attachment: Response to Land Acquisition Application 50799 (10187 : CCIC Land Acquisition Comment Letters)

DISTRIBUTION LIST

Senior Advisor for Tribal Negotiations
Deputy Legal Affairs Secretary
Office of the Governor
State Capitol Building, Suite 1173
Sacramento, CA 95814

Cachil Dehe Band of Wintun Indians of the Colusa
Indian Community of the Colusa Rancheria, CA
3730 Highway 45
Colusa, CA 95932

T. Michelle Laird, Supervising Deputy Attorney General
C/O Paula Corral
State of California, Department of Justice
PO Box 944255
Sacramento, CA 92422-2250

Kletsel Dehe Wintun Nation
PO Box 1630
Williams, CA

Central California Agency
Bureau of Indian Affairs
650 Capitol Mall, Suite 8-500
Sacramento, CA 95814



Wendy G. Tyler, CAO

547 Market Street, Suite 102

Colusa, CA 95932

(530) 458-0508 Ph (530) 458-0510 fax

www.countyofcolusa.com

November 12, 2024

VIA EMAIL amy.dutschke@bia.gov and US MAIL

United States Department of the Interior
Bureau of Indian Affairs
Pacific Regional Office
ATTN: Amy Dutschke, Regional Director
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

RE: Case Number 53870
Notice of Non-Gaming Land Acquisition Application

Dear Ms. Dutschke:

In response to the above-referenced notice, the Colusa County Board of Supervisors provides the following response/comments:

For the eight parcels covered under this application, property taxes for the 2024/25 year total \$101,606.54, as follows:

APN	LAND VALUE	STRUCTURE VALUE	GROWING IMPS	TOTAL	TAXES DUE
015-010-004	1,390,193	355,071	53,778	1,799,042	21,237.80
015-010-006	1,327,948			1,327,948	16,074.38
015-020-001	663,965	141,496	230,949	1,036,410	12,088.90
015-010-017	472,948	4,102		477,050	5,954.94
015-020-013	652,346			653,346	8,050.96
015-060-002	1,100,836			1,100,836	13,399.04
015-020-035	757,013	169,339	455,315	1,381,667	15,705.32
015-020-036	739,961	14,931		754,892	9,095.20
				TOTAL	101,606.54

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Amy Dutschke
November 12, 2024
Page Two

Special Assessments, handled by the Colusa County Auditor's Office, on behalf of various agencies total \$11,923, as follows:

Parcel Number	Colusa Groundwater Authority (50595)	Colusa Rural Fire (50603)	Colusa Basin Drainage (50627)	Colusa Mosquito Abatement (50637)	Colusa Mosquito Disease Control (50638)	Sac River Levee maintenance (50673)	Colusa Mosquito Abatement 2024 (56531)
015-010-004-000	\$ 405.34	\$ 301.10	\$ 34.50	\$ 20.00	\$ 78.80	\$ 1,438.70	\$ 44.90
015-010-006-000	\$ 387.20	\$ 180.20	\$ 33.00	\$ 20.00	\$ 78.80	\$ 1,381.90	\$ 31.72
015-020-001-000	\$ 193.60	\$ 90.60	\$ 17.00	\$ 20.00	\$ 78.80	\$ 776.60	\$ 15.86
015-010-017-000	\$ 140.36	\$ 66.00	\$ 12.60	\$ 20.00	\$ 78.80	\$ 610.20	\$ 11.48
015-020-013-000	\$ 193.60	\$ 90.60	\$ 17.00	\$ 20.00	\$ 78.80	\$ 776.60	\$ 15.86
015-060-002-000	\$ 326.70	\$ 152.20	\$ 28.00	\$ 20.00	\$ 78.80	\$ 1,192.80	\$ 26.76
015-020-035-000	\$ 190.74	\$ 89.30	\$ 16.80	\$ 20.00	\$ 78.80	\$ 767.70	\$ 15.64
015-020-036-000	\$ 186.46	\$ 87.30	\$ 16.40	\$ 20.00	\$ 78.80	\$ 754.30	\$ 15.28
Subtotals	\$ 2,024.00	\$ 1,057.30	\$ 175.30	\$ 160.00	\$ 630.40	\$ 7,698.80	\$ 177.50
						TOTAL	\$ 11,923.30

As to the services provided by the County to the properties under this application: The Colusa County Agricultural Commissioner/Sealer of Weights and Measures, Colusa County Public Works Department and the Colusa County Sheriff's Department all provide some level of service either to the properties, including agricultural permitting, monitoring, and crop certifications, road maintenance to facilitate access, and public safety response.

As to the consistency or inconsistency of the intended use with County zoning: Pursuant to the County's General Plan and Zoning Code, the property is zoned Exclusive Agriculture (E-A) with a minimum lot size of 40 acres, with the exception of parcel 015-010-004 which is zoned Flood Management. This Exclusive Agriculture zoning is consistent with the surrounding properties. This consistency is supported by the fact that the subject properties are surrounded by commercial production agriculture with annual and permanent crops such as rice, walnuts, almonds, and fruit and vegetable seed. The properties are bordered on the north by the Sacramento Refuge Complex (RPM No. 1100798), consisting of approximately 300 acres. However, the County has concerns regarding what other agricultural endeavors or uses the property may be used for that could be incompatible with the surrounding agricultural operations on the neighboring properties. The Agricultural Commissioner's Office currently ensures that agricultural operations on one property does not negatively impact the agricultural operations occurring on other nearby properties. As such, any ongoing agricultural operations and farming practices should be required to follow all CEQA requirements in coordination and cooperation with the Agricultural Commissioner's Office.

The loss of property tax revenues and special assessments is of great concern to the County. In an era of stagnant revenues, and increasing costs, the loss of more than \$113,000 annually, will negatively impact services throughout the county.

Amy Dutschke
November 12, 2024
Page Three

The County desires to support the Colusa County Indian Community in their efforts, but we must also look out for the best interests of the entirety of the county population and one property owners' activities should not cause harm of others.

Sincerely,

WENDY G. TYLER
County Administrative Officer

:wgt

cc: Senator Laphonza Butler
Senator Alex Padilla
Congressman Doug LaMalfa
Arvada Wolfin, BIA Supervisory Realty Specialist
Application Distribution List

Attachment: Response to Land Acquisition Application 53870 (10187 : CCIC Land Acquisition Comment Letters)

DISTRIBUTION LIST

Senior Advisor for Tribal Negotiations
 Deputy Legal Affairs Secretary
 Office of the Governor
 State Capitol Building, Suite 1173
 Sacramento, CA 95814

Cachil Dehe Band of Wintun Indians of the Colusa
 Indian Community of the Colusa Rancheria, CA
 3730 Highway 45
 Colusa, CA 95932

T. Michelle Laird, Supervising Deputy Attorney General
 C/O Paula Corral
 State of California, Department of Justice
 PO Box 944255
 Sacramento, CA 92422-2250

Kletsel Dehe Wintun Nation
 PO Box 1630
 Williams, CA

Central California Agency
 Bureau of Indian Affairs
 650 Capitol Mall, Suite 8-500
 Sacramento, CA 95814

Attachment: Response to Land Acquisition Application 53870 (10187 : CCIC Land and Acquisition Comment Letters)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

IN REPLY REFER TO

Real Estate Services
TR-4609-P5

Case Number: 50799

RECEIVED

SEP 30 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, 151.10 (04-01-2016 Edition) On-Reservation, notice is given of the application filed by the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California (Tribe) to have real property accepted "into trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or her authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization;
- (3) Any government services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with current zoning.

We are providing the following information regarding this application:

Applicant:

Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California

Legal Land Description/Site Location:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE, COUNTY OF COLUSA, STATE OF CALIFORNIA:

COMMENCING AT A POINT MARKED BY A 1" GASPIPE AND 4" X 4" REDWOOD POST MARKED C. F. ON THE SOUTH SIDE, WL.C ON THE NORTH SIDE AND C. ST. N. ON THE EAST SIDE, WHICH SAID POINT IS NORTH 26.26 CHAINS DISTANT FROM POST NO 3 SITUATE IN THE BACK LINE OF THE COLUS RANCHO; AND THENCE RUNNING NORTH ALONG SAID BACK LINE OF SAID COLUS RANCHO 44.66 CHAINS TO A POINT MARKED BY A 1 ½" GASPIPE, SAID POINT BEING THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED: THENCE SOUTH 89° 47' EAST, 80.62 CHAINS TO A POINT MARKED BY A 1 ½" GASPIPE; THENCE SOUTH 11° 25' EAST, 4.41 CHAINS TO A POINT MARKED BY A 1 ½" GASPIPE; THENCE SOUTH 89° 12' EAST, 42.01 CHAINS TO A POINT MARKED BY A 1" IRON PIPE IN THE CENTER OF THE COUNTY ROAD LEADING FROM THE TOWN OF COLUSA TO THE TOWN PRINCETON; THENCE ALONG THE CENTER SAID COUNTY ROAD SOUTH 1° 5' EAST, 40.93 CHAINS TO A POINT MARKED BY A 1 ½" GASPIPE, SAID BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED BY GERMAN SAVINGS AND LOAN SOCIETY TO CAMPELL FORD BY DEED DATED JULY 10, 1903; THENCE NORTH 89° 22' WEST, 124.25 CHAINS TO THE POINT OF BEGINNING, CONTAINING 539.31 ACRES, MORE OR LESS, AND BEING A PORTION OF THE COLUS AND JIMENO RANCHOS IN TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D.B.&M.

EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT:

BEGINNING AT A RAILROAD SPIKE SITUATE ON THE CENTER LINE OF THE COUNTY ROAD LEADING FROM COLUSA TO PRINCETON FROM WHENCE THE SOUTHWEST CORNER OF SUBDIVISION OF THE REESE TRACT, AS SHOWN UPON THE MAP OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF COLUSA COUNTY, COLUSA COUNTY RECORDS, BEARS NORTH 01° 05' WEST, 4.144 CHAINS DISTANT, AND RUNNING THENCE NORTH 89° 12' WEST, 23.669 CHAINS TO A 1 ¼" DIAMETER GASPIPE CORNER; THENCE NORTH 01° 05' WEST, 8.45 CHAINS TO A 1" DIAMETER GASPIPE CORNER; THENCE SOUTH 89° 12' EAST, 23.669 CHAINS TO A RAILROAD SPIKE DRIVEN ON THE CENTER LINE OF SAID COUNTY ROAD LEADING FROM COLUSA TO PRINCETON; THENCE ALONG THE CENTER LINE OF SAID COUNTY ROAD SOUTH 01° 05' EAST, 8.45 CHAINS TO THE PLACE OF BEGINNING, BEING A PART OF THE JIMENO RANCHO IN TOWNSHIP 16 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND CONTAINED 20.00 ACRES, MORE OR LESS.

Project Description/Proposed Land Use:

The subject property contains 520.00 acres, more or less, is commonly referred to as Assessor's Parcel Number 015-020-015-000 (Wortham) and is contiguous to the reservation. Currently the subject property mostly consists of agricultural land and one residence occupied by a tribal member. The Tribe plans to continue to use the property for agriculture, as well as adding economic development and Housing for Tribal members. The Tribe is anticipating housing will be needed because the Tribal population is growing at a fast pace. The Tribe plans to develop 1 to 20 houses on the subject property. While the Tribe's goal includes economic development in the form of retail and commercial business, the plan is to diversify the Tribe's businesses to support the growth of the Tribe, provide housing and continue using the subject property for agricultural purposes.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs at the address at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted an extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving this notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act, is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to the Pacific Regional Office attention Arvada Wolfin, Supervisory Realty Specialist, at (916) 978-6069.

Sincerely,

AMY

DUTSCHKE

Regional Director

Digitally signed by
AMY DUTSCHKE
Date: 2024.09 24
15:11:50 -07'00'

Enclosures

cc: Distribution List

DISTRIBUTION LIST

BY CERTIFIED MAIL:

Senior Advisor for Tribal Negotiations
 Deputy Legal Affairs Secretary
 Office of the Governor
 State Capitol Building, Suite 1173
 Sacramento, CA 95814
 Certified Mail ID: 7021 0950 0000 7170 1798

T. Michelle Laird, Supervising Deputy Attorney General C/O Paula Corral
 State of California, Department of Justice
 P.O. Box 944255
 Sacramento, CA 94244-2250
 Certified Mail ID: 7019 0140 0000 73334 3381

Colusa County Tax Collector
 547 Market Street #111
 Colusa, CA 95932
 Certified Mail ID: 7019 0140 0000 7334 3398

Colusa County Administrative Office/Board of Supervisors
 547 Market Street STE 102
 Colusa, CA 95932
 Certified Mail ID: 7019 0140 0000 7334 3403

Cachil Dehe Band of Wintun Indians of the Colusa
 Indian Community of the Colusa Rancheria, CA
 3730 Highway 45
 Colusa, CA 95932
 Certified Mail ID: 7021 0950 0000 7170 1804

Kletsel Dehe Wintun Nation
 Post Office Box 1630
 Williams, CA 95987
 Certified Mail ID: 7019 0140 0000 7334 3411

BY FIRST CLASS MAIL:

Central California Agency
 Bureau of Indian Affairs
 650 Capitol Mall, Suite 8-500
 Sacramento, CA 95814

Bureau of Indian Affairs, Interior

§ 151.1

Titles and Records Offices are designated as Certifying Officers for this purpose. When a copy or reproduction of a title document is authenticated by the official seal and certified by a Manager, Land Titles and Records Office, the copy or reproduction shall be admitted into evidence the same as the original from which it was made. The fees for furnishing such certified copies are established by a uniform fee schedule applicable to all constituent units of the Department of the Interior and published in 43 CFR part 2, appendix A.

§ 150.11 Disclosure of land records, title documents, and title reports.

(a) The usefulness of a Land Titles and Records Office depends in large measure on the ability of the public to consult the records contained therein. It is therefore, the policy of the Bureau of Indian Affairs to allow access to land records and title documents unless such access would violate the Privacy Act, 5 U.S.C. 552a or other law restricting access to such records, or there are strong policy grounds for denying access where such access is not required by the Freedom of Information Act, 5 U.S.C. 552. It shall be the policy of the Bureau of Indian Affairs that, unless specifically authorized, monetary considerations will not be disclosed insofar as leases of tribal land are concerned.

(b) Before disclosing information concerning any living individual, the Manager, Land Titles and Records Office, shall consult 5 U.S.C. 552a(b) and the notice of routine users then in effect to determine whether the information may be released without the written consent of the person to whom it pertains.

PART 151—LAND ACQUISITIONS

Sec

- 151.1 Purpose and scope
- 151.2 Definitions
- 151.3 Land acquisition policy
- 151.4 Acquisitions in trust of lands owned in fee by an Indian
- 151.5 Trust acquisitions in Oklahoma under section 5 of the I.R.A.
- 151.6 Exchanges
- 151.7 Acquisition of fractional interests
- 151.8 Tribal consent for nonmember acquisitions.

- 151.9 Requests for approval of acquisitions
- 151.10 On-reservation acquisitions.
- 151.11 Off-reservation acquisitions
- 151.12 Action on requests.
- 151.13 Title examination.
- 151.14 Formalization of acceptance
- 151.15 Information collection.

AUTHORITY: R.S. 161, 5 U.S.C. 301. Interpret or apply 46 Stat. 1106, as amended, 46 Stat. 1471, as amended, 48 Stat. 985, as amended, 49 Stat. 1967, as amended, 53 Stat. 1129; 63 Stat. 605, 69 Stat. 392, as amended, 70 Stat. 290, as amended, 70 Stat. 626; 75 Stat. 505; 77 Stat. 349, 78 Stat. 389, 78 Stat. 747; 82 Stat. 174, as amended, 82 Stat. 884, 84 Stat. 120, 84 Stat. 1874, 86 Stat. 216, 86 Stat. 530; 86 Stat. 744; 88 Stat. 78, 88 Stat. 81; 88 Stat. 1716; 88 Stat. 2203; 88 Stat. 2207, 25 U.S.C. 2, 9, 409a, 450h, 451, 464, 465, 487, 488, 489, 501, 502, 573, 574, 576, 608, 608a, 610, 610a, 622, 624, 640d-10, 1466, 1495, and other authorizing acts.

CROSS REFERENCE. For regulations pertaining to: The inheritance of interests in trust or restricted land, see parts 15, 16, and 17 of this title and 43 CFR part 4, the purchase of lands under the BIA Loan Guaranty, Insurance and Interest Subsidy program, see part 103 of this title, the exchange and partition of trust or restricted lands, see part 152 of this title, land acquisitions authorized by the Indian Self-Determination and Education Assistance Act, see parts 900 and 276 of this title, the acquisition of allotments on the public domain or in national forests, see 43 CFR part 2530, the acquisition of Native allotments and Native townsite lots in Alaska, see 43 CFR parts 2561 and 2564; the acquisition of lands by Indians with funds borrowed from the Farmers Home Administration, see 7 CFR part 1823, subpart N, the acquisition of land by purchase or exchange for members of the Osage Tribe not having certificates of competency, see §§ 117.8 and 158.54 of this title.

SOURCE: 45 FR 62036, Sept. 18, 1980, unless otherwise noted. Redesignated at 47 FR 13327, Mar. 30, 1982.

§ 151.1 Purpose and scope.

These regulations set forth the authorities, policy, and procedures governing the acquisition of land by the United States in trust status for individual Indians and tribes. Acquisition of land by individual Indians and tribes in fee simple status is not covered by these regulations even though such land may, by operation of law, be held in restricted status following acquisition. Acquisition of land in trust status by inheritance or escheat is not covered by these regulations.

[79 FR 76897, Dec. 23, 2014]

§ 151.2

25 CFR Ch. I (4-1-16 Edition)

§ 151.2 Definitions.

(a) *Secretary* means the Secretary of the Interior or authorized representative.

(b) *Tribe* means any Indian tribe, band, nation, pueblo, community, rancheria, colony, or other group of Indians, including the Metlakatla Indian Community of the Annette Island Reserve, which is recognized by the Secretary as eligible for the special programs and services from the Bureau of Indian Affairs. For purposes of acquisitions made under the authority of 25 U.S.C. 488 and 489, or other statutory authority which specifically authorizes trust acquisitions for such corporations, "Tribe" also means a corporation chartered under section 17 of the Act of June 18, 1934 (48 Stat. 988, 25 U.S.C. 477) or section 3 of the Act of June 26, 1936 (49 Stat. 1967; 25 U.S.C. 503).

(c) *Individual Indian* means:

(1) Any person who is an enrolled member of a tribe,

(2) Any person who is a descendant of such a member and said descendant was, on June 1, 1934, physically residing on a federally recognized Indian reservation,

(3) Any other person possessing a total of one-half or more degree Indian blood of a tribe;

(4) For purposes of acquisitions outside of the State of Alaska, *Individual Indian* also means a person who meets the qualifications of paragraph (c)(1), (2), or (3) of this section where "Tribe" includes any Alaska Native Village or Alaska Native Group which is recognized by the Secretary as eligible for the special programs and services from the Bureau of Indian Affairs.

(d) *Trust land* or *land in trust status* means land the title to which is held in trust by the United States for an individual Indian or a tribe.

(e) *Restricted land* or *land in restricted status* means land the title to which is held by an individual Indian or a tribe and which can only be alienated or encumbered by the owner with the approval of the Secretary because of limitations contained in the conveyance instrument pursuant to Federal law or because of a Federal law directly imposing such limitations.

(f) Unless another definition is required by the act of Congress authorizing a particular trust acquisition, *Indian reservation* means that area of land over which the tribe is recognized by the United States as having governmental jurisdiction, except that, in the State of Oklahoma or where there has been a final judicial determination that a reservation has been disestablished or diminished, *Indian reservation* means that area of land constituting the former reservation of the tribe as defined by the Secretary.

(g) *Land* means real property or any interest therein.

(h) *Tribal consolidation area* means a specific area of land with respect to which the tribe has prepared, and the Secretary has approved, a plan for the acquisition of land in trust status for the tribe.

[45 FR 62036, Sept. 18, 1980, as amended at 60 FR 32879, June 23, 1995]

§ 151.3 Land acquisition policy.

Land not held in trust or restricted status may only be acquired for an individual Indian or a tribe in trust status when such acquisition is authorized by an act of Congress. No acquisition of land in trust status, including a transfer of land already held in trust or restricted status, shall be valid unless the acquisition is approved by the Secretary.

(a) Subject to the provisions contained in the acts of Congress which authorize land acquisitions, land may be acquired for a tribe in trust status:

(1) When the property is located within the exterior boundaries of the tribe's reservation or adjacent thereto, or within a tribal consolidation area, or

(2) When the tribe already owns an interest in the land, or

(3) When the Secretary determines that the acquisition of the land is necessary to facilitate tribal self-determination, economic development, or Indian housing.

(b) Subject to the provisions contained in the acts of Congress which authorize land acquisitions or holding land in trust or restricted status, land may be acquired for an individual Indian in trust status.

Bureau of Indian Affairs, Interior**§ 151.10**

(1) When the land is located within the exterior boundaries of an Indian reservation, or adjacent thereto; or

(2) When the land is already in trust or restricted status

§ 151.4 Acquisitions in trust of lands owned in fee by an Indian.

Unrestricted land owned by an individual Indian or a tribe may be conveyed into trust status, including a conveyance to trust for the owner, subject to the provisions of this part

§ 151.5 Trust acquisitions in Oklahoma under section 5 of the I.R.A.

In addition to acquisitions for tribes which did not reject the provisions of the Indian Reorganization Act and their members, land may be acquired in trust status for an individual Indian or a tribe in the State of Oklahoma under section 5 of the Act of June 18, 1934 (48 Stat. 985; 25 U.S.C. 465), if such acquisition comes within the terms of this part. This authority is in addition to all other statutory authority for such an acquisition

§ 151.6 Exchanges.

An individual Indian or tribe may acquire land in trust status by exchange if the acquisition comes within the terms of this part. The disposal aspects of an exchange are governed by part 152 of this title

§ 151.7 Acquisition of fractional interests.

Acquisition of a fractional land interest by an individual Indian or a tribe in trust status can be approved by the Secretary only if:

(a) The buyer already owns a fractional interest in the same parcel of land; or

(b) The interest being acquired by the buyer is in fee status; or

(c) The buyer offers to purchase the remaining undivided trust or restricted interests in the parcel at not less than their fair market value; or

(d) There is a specific law which grants to the particular buyer the right to purchase an undivided interest or interests in trust or restricted land without offering to purchase all of such interests; or

(e) The owner of a majority of the remaining trust or restricted interests in the parcel consent in writing to the acquisition by the buyer

§ 151.8 Tribal consent for nonmember acquisitions.

An individual Indian or tribe may acquire land in trust status on a reservation other than its own only when the governing body of the tribe having jurisdiction over such reservation consents in writing to the acquisition, provided, that such consent shall not be required if the individual Indian or the tribe already owns an undivided trust or restricted interest in the parcel of land to be acquired.

§ 151.9 Requests for approval of acquisitions.

An individual Indian or tribe desiring to acquire land in trust status shall file a written request for approval of such acquisition with the Secretary. The request need not be in any special form but shall set out the identity of the parties, a description of the land to be acquired, and other information which would show that the acquisition comes within the terms of this part

§ 151.10 On-reservation acquisitions.

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state or local government that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local government responds within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision. The Secretary will consider the following criteria in evaluating requests for the acquisition of land in trust status when the land is located within or contiguous to an Indian reservation, and the acquisition is not mandated:

§ 151.11

(a) The existence of statutory authority for the acquisition and any limitations contained in such authority;

(b) The need of the individual Indian or the tribe for additional land;

(c) The purposes for which the land will be used,

(d) If the land is to be acquired for an individual Indian, the amount of trust or restricted land already owned by or for that individual and the degree to which he needs assistance in handling his affairs,

(e) If the land to be acquired is in unrestricted fee status, the impact on the State and its political subdivisions resulting from the removal of the land from the tax rolls,

(f) Jurisdictional problems and potential conflicts of land use which may arise; and

(g) If the land to be acquired is in fee status, whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status.

(h) The extent to which the applicant has provided information that allows the Secretary to comply with 516 DM 6, appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations. (For copies, write to the Department of the Interior, Bureau of Indian Affairs, Branch of Environmental Services, 1849 C Street NW., Room 4525 MIB, Washington, DC 20240.)

[45 FR 62036, Sept. 18, 1980, as amended at 60 FR 32879, June 23, 1995]

§ 151.11 Off-reservation acquisitions.

The Secretary shall consider the following requirements in evaluating tribal requests for the acquisition of lands in trust status, when the land is located outside of and noncontiguous to the tribe's reservation, and the acquisition is not mandated.

(a) The criteria listed in § 151.10 (a) through (c) and (e) through (h),

(b) The location of the land relative to state boundaries, and its distance from the boundaries of the tribe's reservation, shall be considered as follows: as the distance between the tribe's reservation and the land to be acquired in-

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creases, the Secretary shall give greater scrutiny to the tribe's justification of anticipated benefits from the acquisition. The Secretary shall give greater weight to the concerns raised pursuant to paragraph (d) of this section.

(c) Where land is being acquired for business purposes, the tribe shall provide a plan which specifies the anticipated economic benefits associated with the proposed use.

(d) Contact with state and local governments pursuant to § 151.10 (e) and (f) shall be completed as follows: Upon receipt of a tribe's written request to have lands taken in trust, the Secretary shall notify the state and local governments having regulatory jurisdiction over the land to be acquired. The notice shall inform the state and local government that each will be given 30 days in which to provide written comment as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments

[60 FR 32879, June 23, 1995, as amended at 60 FR 48894, Sept. 21, 1995]

§ 151.12 Action on requests.

(a) The Secretary shall review each request and may request any additional information or justification deemed necessary to reach a decision.

(b) The Secretary's decision to approve or deny a request shall be in writing and state the reasons for the decision

(c) A decision made by the Secretary, or the Assistant Secretary—Indian Affairs pursuant to delegated authority, is a final agency action under 5 U.S.C. 704 upon issuance.

(1) If the Secretary or Assistant Secretary denies the request, the Assistant Secretary shall promptly provide the applicant with the decision

(2) If the Secretary or Assistant Secretary approves the request, the Assistant Secretary shall

(i) Promptly provide the applicant with the decision;

(ii) Promptly publish in the FEDERAL REGISTER a notice of the decision to acquire land in trust under this part; and

(iii) Immediately acquire the land in trust under § 151.14 on or after the date

Bureau of Indian Affairs, Interior

§ 151.13

such decision is issued and upon fulfillment of the requirements of § 151.13 and any other Departmental requirements.

(d) A decision made by a Bureau of Indian Affairs official pursuant to delegated authority is not a final agency action of the Department under 5 U.S.C. 704 until administrative remedies are exhausted under part 2 of this chapter or until the time for filing a notice of appeal has expired and no administrative appeal has been filed.

(1) If the official denies the request, the official shall promptly provide the applicant with the decision and notification of any right to file an administrative appeal under part 2 of this chapter.

(2) If the official approves the request, the official shall:

(i) Promptly provide the applicant with the decision;

(ii) Promptly provide written notice of the decision and the right, if any, to file an administrative appeal of such decision pursuant to part 2 of this chapter, by mail or personal delivery to:

(A) Interested parties who have made themselves known, in writing, to the official prior to the decision being made; and

(B) The State and local governments having regulatory jurisdiction over the land to be acquired;

(iii) Promptly publish a notice in a newspaper of general circulation serving the affected area of the decision and the right, if any, of interested parties who did not make themselves known, in writing, to the official to file an administrative appeal of the decision under part 2 of this chapter, and

(iv) Immediately acquire the land in trust under § 151.14 upon expiration of the time for filing a notice of appeal or upon exhaustion of administrative remedies under part 2 of this title, and upon the fulfillment of the requirements of § 151.13 and any other Departmental requirements.

(3) The administrative appeal period under part 2 of this chapter begins on:

(i) The date of receipt of written notice by the applicant or interested parties entitled to notice under paragraphs (d)(1) and (d)(2)(ii) of this section;

(ii) The date of first publication of the notice for unknown interested parties under paragraph (d)(2)(iii) of this section.

(4) Any party who wishes to seek judicial review of an official's decision must first exhaust administrative remedies under 25 CFR part 2.

[78 FR 67937, Nov 13, 2013]

§ 151.13 Title examination.

If the Secretary determines that he will approve a request for the acquisition of land from unrestricted fee status to trust status, he shall acquire, or require the applicant to furnish, title evidence meeting the *Standards For The Preparation of Title Evidence In Land Acquisitions by the United States*, issued by the U.S. Department of Justice. After having the title evidence examined, the Secretary shall notify the applicant of any liens, encumbrances, or infirmities which may exist. The Secretary may require the elimination of any such liens, encumbrances, or infirmities prior to taking final approval action on the acquisition and he shall require elimination prior to such approval if the liens, encumbrances, or infirmities make title to the land unmarketable.

[45 FR 62036, Sept. 18, 1980 Redesignated at 60 FR 32879, June 23, 1995]

EFFECTIVE DATE NOTE: At 81 FR 10479, Mar. 1, 2016, § 151.13 was revised, effective Apr. 15, 2016. For the convenience of the user, the revised text is set forth as follows.

§ 151.13 Title review.

(a) If the Secretary determines that she will approve a request for the acquisition of land from unrestricted fee status to trust status, she shall require the applicant to furnish title evidence as follows:

(1) Written evidence of the applicant's title or that title will be transferred to the United States on behalf of the applicant to complete the acquisition in trust, and

(2) Written evidence of how title was acquired by the applicant or current owner, and

(3) Either.

(i) A current title insurance commitment, or

(ii) The policy of title insurance issued at the time of the applicant's or current owner's acquisition of the land and an abstract of title dating from the time the land was acquired by the applicant or current owner.

§ 151.14

(b) After reviewing submitted title evidence, the Secretary shall notify the applicant of any liens, encumbrances, or infirmities that the Secretary identified and may seek additional information from the applicant needed to address such issues. The Secretary may require the elimination of any such liens, encumbrances, or infirmities prior to taking final approval action on the acquisition, and she shall require elimination prior to such approval if she determines that the liens, encumbrances or infirmities make title to the land unmarketable.

§ 151.14 Formalization of acceptance.

Formal acceptance of land in trust status shall be accomplished by the issuance or approval of an instrument of conveyance by the Secretary as is appropriate in the circumstances.

[45 FR 62036, Sept. 18, 1980. Redesignated at 60 FR 32879, June 23, 1995]

§ 151.15 Information collection.

(a) The information collection requirements contained in §§ 151.9; 151.10; 151.11(c), and 151.13 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1076-0100. This information is being collected to acquire land into trust on behalf of the Indian tribes and individuals, and will be used to assist the Secretary in making a determination. Response to this request is required to obtain a benefit.

(b) Public reporting for this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the information collection. Direct comments regarding the burden estimate or any other aspect of this information collection to the Bureau of Indian Affairs, Information Collection Clearance Officer, Room 337-SIB, 18th and C Streets, NW., Washington, DC 20240; and the Office of Information and Regulatory Affairs [Project 1076-0100], Office of Management and Budget, Washington, DC 20502.

[60 FR 32879, June 23, 1995, 64 FR 13895, Mar. 23, 1999]

25 CFR Ch. I (4-1-16 Edition)

PART 152—ISSUANCE OF PATENTS IN FEE, CERTIFICATES OF COMPETENCY, REMOVAL OF RESTRICTIONS, AND SALE OF CERTAIN INDIAN LANDS

Sec

- 152.1 Definitions
- 152.2 Withholding action on application

ISSUING PATENTS IN FEE, CERTIFICATES OF COMPETENCY OR ORDERS REMOVING RESTRICTIONS

- 152.3 Information regarding status of applications for removal of Federal supervision over Indian lands
- 152.4 Application for patent in fee.
- 152.5 Issuance of patent in fee.
- 152.6 Issuance of patents in fee to non-Indians and Indians with whom a special relationship does not exist.
- 152.7 Application for certificate of competency.
- 152.8 Issuance of certificate of competency.
- 152.9 Certificates of competency to certain Osage adults
- 152.10 Application for orders removing restrictions, except Five Civilized Tribes.
- 152.11 Issuance of orders removing restrictions, except Five Civilized Tribes
- 152.12 Removal of restrictions, Five Civilized Tribes, after application under authority other than section 2(a) of the Act of August 11, 1955.
- 152.13 Removal of restrictions, Five Civilized Tribes, after application under section 2(a) of the Act of August 11, 1955.
- 152.14 Removal of restrictions, Five Civilized Tribes, without application
- 152.15 Judicial review of removal of restrictions, Five Civilized Tribes, without application
- 152.16 Effect of order removing restrictions, Five Civilized Tribes

SALES, EXCHANGES AND CONVEYANCES OF TRUST OR RESTRICTED LANDS

- 152.17 Sales, exchanges, and conveyances by, or with the consent of the individual Indian owner.
- 152.18 Sale with the consent of natural guardian or person designated by the Secretary.
- 152.19 Sale by fiduciaries
- 152.20 Sale by Secretary of certain land in multiple ownership
- 152.21 Sale or exchange of tribal land
- 152.22 Secretarial approval necessary to convey individual-owned trust or restricted lands or land owned by a tribe
- 152.23 Applications for sale, exchange or gift.
- 152.24 Appraisal
- 152.25 Negotiated sales, gifts and exchanges of trust or restricted lands



First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5102-6986612

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Any Policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issues this Commitment

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any claim that the United States lacks proper authority to acquire or hold title to the land, or arising from or related to an alleged defect in the process of approving or authorizing the acquisition of title by the United States of America in Trust for [insert name of Tribe], a federally recognized tribe.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer or (b) a preferential transfer.
5. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.
6. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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7. Tribal records for any tax, law or regulation are not "public records" within the meaning of this policy, and this policy provides no coverage respecting any loss occasioned by any such tribal tax law or regulation.
8. Any claim of right, title, interest, power or jurisdiction arising under the laws of a Tribe.
9. Condition 18 is hereby added to the policy:

18. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.

Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

10. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
11. Taxes and assessments for the RECLAMATION DISTRICT NO. 2047 District, which are collected with the county taxes.
12. Taxes and assessments, if any, of the COLUSA MOSQUITO ABATEMENT District.
13. Taxes and assessments, if any, of the COLUSA COUNTY SOIL CONSERVATION District.
14. The Land lies within the boundaries of proposed Williams Unified School District community facilities District (No. 1) CITY OF WILLIAMS, COUNTY OF COLUSA, STATE OF CALIFORNIA, as disclosed by a map filed OCTOBER 29, 1993 in BOOK 1, PAGE 7 of maps of assessment and community facilities districts.
15. The Land lies within the boundaries of proposed community facilities District No. 2014-1 (CLEAN ENERGY), as disclosed by a map filed AUGUST 24, 2015 in BOOK 1, PAGE 18 of maps of assessment and community facilities districts.
16. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
17. AGREEMENT: U. W. BROWN, PHIL B. ARNOLD AND OTHER SIGNERS, DATED NOVEMBER 29, 1915, AND RECORDED DECEMBER 8, 1917, IN BOOK 4 OF CONTRACTS AND AGREEMENTS, AT PAGE 299.

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18. AGREEMENT: A. FENDT, PHIL B. ARNOLD ET AL, WITH CHENEY SLOUGH IRRIGATION COMPANY, A CORPORATION, DATED MAY 17, 1916 AND RECORDED DECEMBER 8, 1917, IN BOOK 4 OF CONTRACTS AND AGREEMENTS, AT PAGE 302.
19. EASEMENT AND RIGHT OF WAY DESCRIBED IN DEED OF PHIL B. ARNOLD TO RECLAMATION DISTRICT NO. 2047, DATED DECEMBER 6, 1923 AND RECORDED DECEMBER 13, 1923, IN BOOK 105 OF DEEDS, AT PAGE 416.
20. RIGHT OF WAY DESCRIBED IN DEED OF PHIL B. ARNOLD TO PACIFIC GAS AND ELECTRIC COMPANY, DATED FEBRUARY 6, 1941, AND RECORDED MARCH 3, 1941 IN BOOK 89 OF OFFICIAL RECORDS, AT PAGE 400.
21. RIGHT OF WAY DESCRIBED IN DEED FROM MARTIN SCHIBIG ET AL TO PACIFIC GAS AND ELECTRIC COMPANY, A CORPORATION, DATED MAY 31, 1956 AND RECORDED JULY 26, 1956 IN BOOK 233 OFFICIAL RECORDS, PAGE 206.
22. A deed of trust to secure an original indebtedness of \$235,000.00 recorded MAY 23, 1973 as INSTRUMENT NO. 1273 IN BOOK 405, PAGE 315 OF OFFICIAL RECORDS.
- Dated: APRIL 12, 1973
- Trustor: EDWIN WORTHAM IV AND GEORGENE WORTHAM, HUSBAND AND WIFE
- Trustee: WESTERN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
- Beneficiary: THE EQUITY LIFE ASSURANCE SOCIETY OF THE UNITED STATES, A NEW YORK CORPORATION
- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
- Original note and deed of trust.
 - Payoff demand statement signed by all present beneficiaries.
 - Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
23. A deed of trust to secure an original indebtedness of \$70,000.00 recorded MAY 23, 1973 as INSTRUMENT NO. 1274 IN BOOK 405, PAGE 318 OF OFFICIAL RECORDS.
- Dated: APRIL 17, 1973
- Trustor: EDWIN WORTHAM IV AND GEORGENE WORTHAM, HIS WIFE
- Trustee: WESTERN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
- Beneficiary: MICHAEL E. HAMMER AND KAY M. HAMMER, HIS WIFE, AS COMMUNITY PROPERTY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
 - b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
 - c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
24. A deed of trust to secure an original indebtedness of \$300,000.00 recorded OCTOBER 18, 1985 as INSTRUMENT NO. 3685 IN BOOK 562, PAGE 576 OF OFFICIAL RECORDS.
- Dated: SEPTEMBER 23, 1985
- Trustor: EDWIN WORTHAM IV, TRUSTEE OF THE WORTHAM REVOCABLE TRUST ESTABLISHED MARCH 13, 1980 AND AMENDED BY RESTATEMENT ON JANUARY 5, 1982 AND HIS SUCCESSORS IN TRUST
- Trustee: WESTERN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
- Beneficiary: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, A NEW YORK CORPORATION
- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
 - b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
 - c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

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25. A deed of trust to secure an original indebtedness of \$316,500.00 recorded DECEMBER 07, 1992 as INSTRUMENT NO. 5491 IN BOOK 728, PAGE 294 OF OFFICIAL RECORDS.

Dated: NOVEMBER 05, 1992
 Trustor: THE WORTHAM FAMILY PARTNERSHIP, ALSO KNOWN AS
 THE EDWIN WORTHAM IV FAMILY PARTNERSHIP
 Trustee: WESTERN TITLE COLUSA COUNTY, A CALIFORNIA
 CORPORATION
 Beneficiary: THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE
 UNITED STATES, A NEW YORK CORPORATION

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
 - b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
 - c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

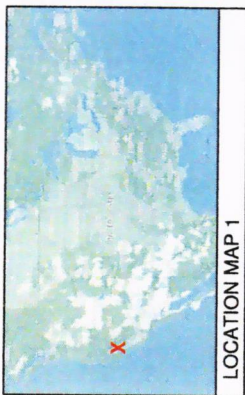
27. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
28. Water rights, claims or title to water, whether or not shown by the Public Records.
29. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
30. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
31. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
32. Rights of parties in possession.

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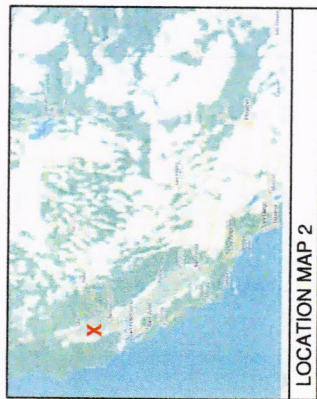
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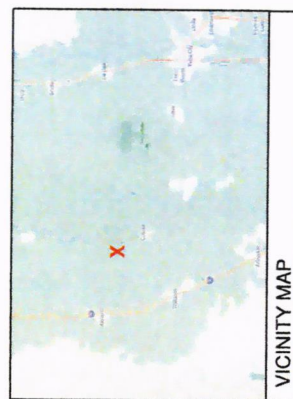
Form 50003700 (8-23-18)	Page 22 of 30	ALTA Commitment for Title Insurance (8-1-16) California
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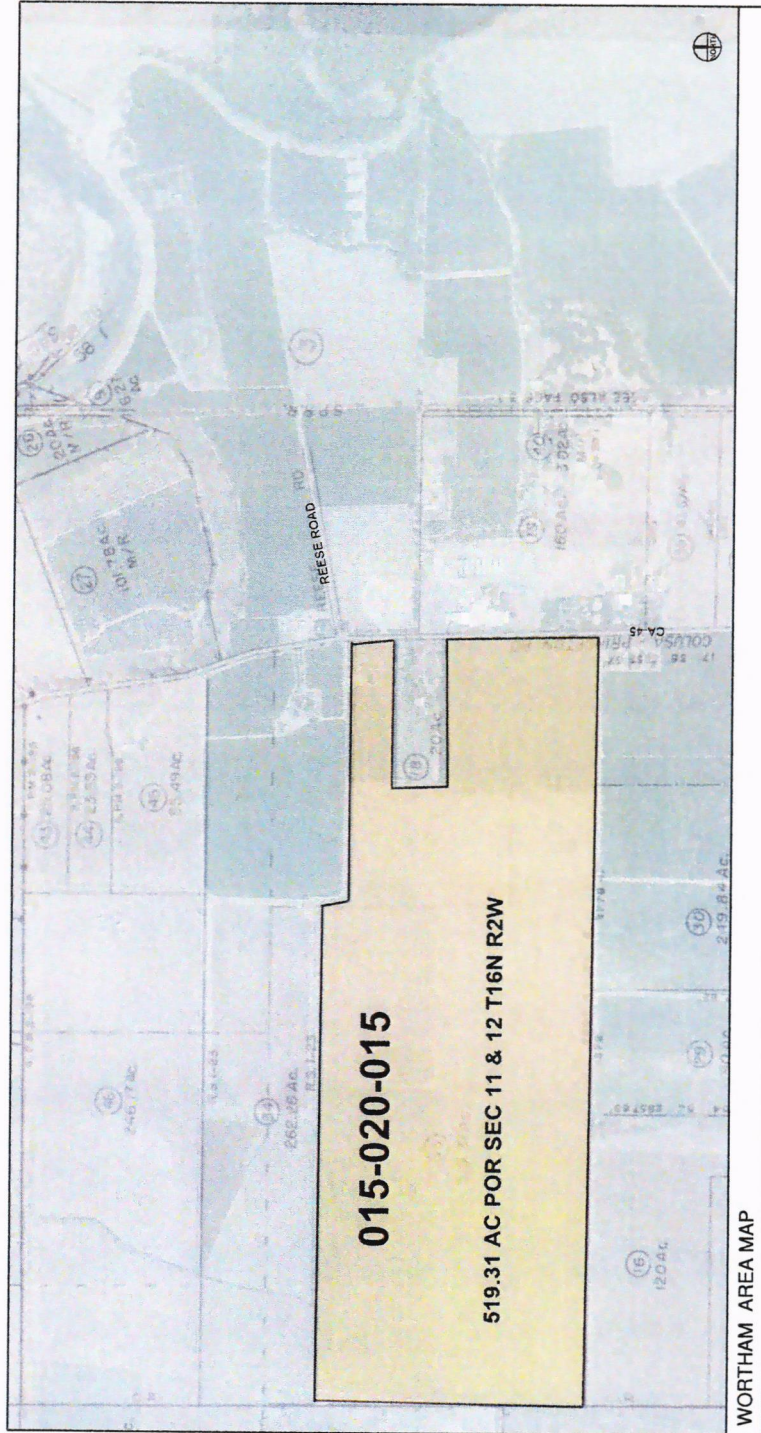
LOCATION MAP 1



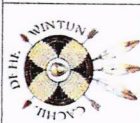
LOCATION MAP 2



VICINITY MAP



WORTHAM AREA MAP



WORTHAM

No	Description	Date

AREA MAP

CICC	Project Number
2015-020-015	9658-23
COLUMBIA LA 9802	Date
	5-1-23
	Drawn By
	SL

Scale

C1

7.6.e



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

RECEIVED

SEP 30 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

IN REPLY REFER TO

Real Estate Services
TR-4609-P5

Case Number: 53870

NOTICE OF NON-GAMING LAND ACQUISITION APPLICATION

Pursuant to the Code of Federal Regulations, Title 25, INDIANS, 151.11 (04-01-2016 Edition) Off-Reservation, notice is given of the application filed by the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California (Tribe) to have real property accepted "into trust" for said applicant by the United States of America. The determination whether to acquire this property "in trust" will be made in the exercise of discretionary authority which is vested in the Secretary of the Interior, or her authorized representative, U.S. Department of the Interior. To assist us in the exercise of that discretion, we invite your comments on the proposed acquisition. In order for the Secretary to assess the impact of the removal of the subject property from the tax rolls, and if applicable to your organization, we also request that you provide the following information:

- (1) If known, the annual amount of property taxes currently levied on the subject property allocated to your organization;
- (2) Any special assessments, and amounts thereof, that are currently assessed against the property in support of your organization,
- (3) Any government services that are currently provided to the property by your organization; and
- (4) If subject to zoning, how the intended use is consistent, or inconsistent, with current zoning.

We are providing the following information regarding this application:

Applicant:

Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California

Legal Land Description/Site Location:

THE FOLLOWING DESCRIBED PROPERTY IN THE UNINCORPORATED AREA, COUNTY OF COLUSA, STATE OF CALIFORNIA:

(GRANT DEED RECORDED JULY 17, 1998 AS DOCUMENT 98-003092 OF OFFICIAL RECORDS.)

THE LAND REFERRED TO IN THIS ORDER IS DESCRIBED AS FOLLOWS.

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 16 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN

PARCEL NO. 2:

THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D.B. & M

PARCEL NO. 3.

LOTS 3 AND 4 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D.B. & M

PARCEL NO. 4:

NORTHEAST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF FRACTIONAL SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, M D B. & M.

PARCEL NO. 5.

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, M D B. & M., LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE MAIN CANAL OF RECLAMATION DISTRICT NO. 2047.

PARCEL NO. 6

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D.B. & M., LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE MAIN CANAL OF RECLAMATION DISTRICT NO. 2047.

PARCEL NO. 7.

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 16 NORTH, RANGE 2 WEST, M D B. & M., LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE MAIN CANAL OF RECLAMATION DISTRICT NO. 2047.

APN: 015-010-004, 015-010-006 AND 015-020-001

(GRANT DEED RECORDED MARCH 16, 2012 AS DOCUMENT 2012-0001055 OF OFFICIAL RECORDS.)

PARCEL ONE:

THE SOUTHEAST QUARTER OF SECTION 9, AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN,

EXCEPTING THEREFROM, NEVERTHELESS, 40.00 ACRES, MORE OR LESS, IN THE SOUTHEAST QUARTER. OF SAID SECTION 9, DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A POINT IN THE SECTION LINE BETWEEN SECTIONS 9 AND 16, SAID TOWNSHIP, WHERE THE SAID SECTION LINE CROSSES TO THE WEST BANK OF CHENEY SLOUGH, WHICH IS SAID POINT IS 30 FEET WEST OF THE MIDDLE OF SAID SLOUGH, AND RUNNING THENCE WEST ALONG SAID SECTION LINE 29.00 CHAINS TO THE $\frac{1}{4}$ SECTION CORNER BETWEEN SECTIONS 9 AND 16,

THENCE NORTH AT RIGHT ANGLES TO SAID SECTION LINE ALONG THE WEST SIDE OF THE SOUTHEAST QUARTER OF SAID SECTIONS 9, 12 70 CHAINS TO A POINT; THENCE EAST AT RIGHT ANGLES, 36.00 CHAINS, MORE OR LESS, TO A BRICK SUNKEN IN THE WEST BANK OF SAID CHENEY SLOUGH;

THENCE IN A SOUTHWESTERLY DIRECTION 30 FEET FROM THE CENTER THREAD THEREOF, TO THE POINT OF BEGINNING

ALSO EXCEPTING THEREFROM 2 75 ACRES CONVEYED BY JEREMIAH O'SULLIVAN TO J. C. HARBISON AND ALLEN KITCHEN, BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDED OF COLUSA COUNTY, CALIFORNIA, ON DECEMBER 13, 1911, IN BOOK 75 OF DEEDS, AT PAGE 139.

PARCEL TWO

THE EAST HALF OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D.B. & M.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT:

BEGINNING AT A 3/4 INCH GAS PIPE MARKING QUARTER SECTION CORNER BETWEEN SECTIONS 10 AND 15, TOWNSHIP 16 NORTH, RANGE 2 WEST, M D B & M., AND RUNNING THENCE ALONG THE QUARTER SECTION LINE THROUGH THE CENTER OF SAID SECTIONS 15, SOUTH 00° 08' EAST 30 CHAINS TO A 7/8 INCH IRON BAR, THENCE SOUTH 89° 26' EAST 16 66 2/3 CHAINS TO A 3/4 INCH GAS PIPE;

THENCE NORTH 00° 08' WEST 30.00 CHAINS TO A 7/8 INCH IRON BAR SITUATE ON THE LINE BETWEEN SECTIONS 10 AND 15, FROM WHENCE A 2 X 2 INCH WOODED STAKE SITUATE IN A FENCE LINE ON THE SOUTH SIDE OF THE COUNTY ROAD BEARS SOUTH 00° 08' EAST 60 LINKS DISTANT; THENCE FROM THE LAST MENTIONED IRON BAR NORTH 89° 26' WEST 16.66 2/3 CHAINS TO THE PLACE OF BEGINNING, BEING A PART OF THE EAST HALF OF SAID SECTIONS 15.

APN: 015-010-017, 015-020-013 AND 015-060-002

(GRANT DEED RECORDED JANUARY 12, 1993 IN BOOK 731, PAGE 16 AND 17 OF OFFICIAL RECORDS.)

PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 80-12-3, BEING A DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 16 NORTH, RANGE 2 WEST, M.D B & M, FILED MARCH 3, 1981, BOOK 2 PARCEL MAPS, PAGE 116.

EXCEPTING FROM THE PORTION THEREOF LYING WITHIN THE SOUTHWEST QUARTER OF SAID SECTION 3, 5/42ND INTEREST IN OIL, GAS AND MINERALS, ECT., AS RESERVED IN DEED FROM GEORGE T. BROWN, ET AL, RECORDED NOVEMBER 24, 1952, BOOK 192 OFFICIAL RECORDS, PAGE 186 AND IN DEED FROM MILDRED GRIFFIN, GUARDIAN, RECORDED NOVEMBER 24, 1952, BOOK 192 OFFICIAL RECORDS, PAGE 188.

"SUBJECT TO TERMS AND CONDITIONS SET FORTH IN DECLARATION OF EASEMENTS AND COVENANTS, CONDITIONS AND RESTRICTION DATED DECEMBER 2, 1992 AND RECORDED DECEMBER 28, 1991 IN BOOK 729 OFFICIAL RECORDS PAGE 434, COLUSA COUNTY RECORDS."

APN: 015-020-035 and 015-020-036

Project Description/Proposed Land Use:

The subject property contains 1,667.053 acres, more or less, and is not contiguous to the reservation. Currently the subject property mostly consists of agricultural land and one residence occupied by a tribal member. The tribe plans to continue to use the property for economic development in the form of agriculture.

As indicated above, the purpose for seeking your comments regarding the proposed trust land acquisition is to obtain sufficient data that would enable an analysis of the potential impact on local/state government, which may result from the removal of the subject property from the tax roll and local jurisdiction.

This notice does not constitute, or replace, a notice that might be issued for the purpose of compliance with the National Environmental Policy Act of 1969.

Your written comments should be addressed to the Bureau of Indian Affairs at the address at the top of this notice. Any comments received within thirty days of your receipt of this notice will be considered and made a part of our record. You may be granted an extension of time to furnish comments, provided you submit a written justification requesting such an extension within thirty days of receipt of this letter. Additionally, copies of all comments will be provided to the applicant for a response. You will be notified of the decision to approve or deny the application.

If any party receiving this notice is aware of additional governmental entities that may be affected by the subject acquisition, please forward a copy to said party.

A copy of the application, excluding any documentation exempted under the Freedom of Information Act, is available for review at the above address. A request to make an appointment to review the application, or questions regarding the application, may be directed to the Pacific Regional Office attention Arvada Wolfin, Supervisory Realty Specialist, at (916) 978-6069.

Sincerely,

AMY
DUTSCHKE

Regional Director

Digitally signed by AMY
DUTSCHKE
Date: 2024 09 24 15:07:16
-07'00'

Enclosures

cc: Distribution List

DISTRIBUTION LIST

BY CERTIFIED MAIL:

Senior Advisor for Tribal Negotiations
 Deputy Legal Affairs Secretary
 Office of the Governor
 State Capitol Building, Suite 1173
 Sacramento, CA 95814
 Certified Mail ID: 7019 0140 0000 7334 3428

Cachil Dehe Band of Wintun Indians of the Colusa
 Indian Community of the Colusa Rancheria, CA
 3730 Highway 45
 Colusa, CA 95932
 Certified Mail ID: 7019 0140 0000 7334 6917

T. Michelle Laird, Supervising Deputy Attorney General C/O Paula Corral
 State of California, Department of Justice
 P.O. Box 944255
 Sacramento, CA 94244-2250
 Certified Mail ID: 7019 0140 0000 7334 6924

Colusa County Tax Collector
 547 Market Street #111
 Colusa, CA 95932
 Certified Mail ID: 7019 0140 0000 7334 6931

Colusa County Administrative Office/Board of Supervisors
 547 Market Street STE 102
 Colusa, CA 95932
 Certified Mail ID: 7019 0140 0000 7334 6948

Kletsel Dehe Wintun Nation
 Post Office Box 1630
 Williams, CA 95987
 Certified Mail ID: 7019 0140 0000 7334 6955

BY FIRST CLASS MAIL:

Central California Agency
 Bureau of Indian Affairs
 650 Capitol Mall, Suite 8-500
 Sacramento, CA 95814

Bureau of Indian Affairs, Interior

§ 151.1

Titles and Records Offices are designated as Certifying Officers for this purpose. When a copy or reproduction of a title document is authenticated by the official seal and certified by a Manager, Land Titles and Records Office, the copy or reproduction shall be admitted into evidence the same as the original from which it was made. The fees for furnishing such certified copies are established by a uniform fee schedule applicable to all constituent units of the Department of the Interior and published in 43 CFR part 2, appendix A.

§ 150.11 Disclosure of land records, title documents, and title reports.

(a) The usefulness of a Land Titles and Records Office depends in large measure on the ability of the public to consult the records contained therein. It is therefore, the policy of the Bureau of Indian Affairs to allow access to land records and title documents unless such access would violate the Privacy Act, 5 U.S.C. 552a or other law restricting access to such records, or there are strong policy grounds for denying access where such access is not required by the Freedom of Information Act, 5 U.S.C. 552. It shall be the policy of the Bureau of Indian Affairs that, unless specifically authorized, monetary considerations will not be disclosed insofar as leases of tribal land are concerned.

(b) Before disclosing information concerning any living individual, the Manager, Land Titles and Records Office, shall consult 5 U.S.C. 552a(b) and the notice of routine users then in effect to determine whether the information may be released without the written consent of the person to whom it pertains.

PART 151—LAND ACQUISITIONS

Sec

- 151.1 Purpose and scope
- 151.2 Definitions.
- 151.3 Land acquisition policy
- 151.4 Acquisitions in trust of lands owned in fee by an Indian.
- 151.5 Trust acquisitions in Oklahoma under section 5 of the I.R.A.
- 151.6 Exchanges
- 151.7 Acquisition of fractional interests.
- 151.8 Tribal consent for nonmember acquisitions.

- 151.9 Requests for approval of acquisitions
- 151.10 On-reservation acquisitions
- 151.11 Off-reservation acquisitions
- 151.12 Action on requests
- 151.13 Title examination
- 151.14 Formalization of acceptance
- 151.15 Information collection

AUTHORITY: R.S. 161; 5 U.S.C. 301 Interpret or apply 46 Stat. 1106, as amended, 46 Stat. 1471, as amended; 48 Stat. 985, as amended, 49 Stat. 1967, as amended, 53 Stat. 1129, 63 Stat. 605, 69 Stat. 392, as amended, 70 Stat. 290, as amended, 70 Stat. 626; 75 Stat. 505, 77 Stat. 349, 78 Stat. 389, 78 Stat. 747; 82 Stat. 174, as amended, 82 Stat. 884; 84 Stat. 120, 84 Stat. 1874, 86 Stat. 216, 86 Stat. 530; 86 Stat. 744, 88 Stat. 78, 88 Stat. 81, 88 Stat. 1716; 88 Stat. 2203; 88 Stat. 2207; 25 U.S.C. 2, 9, 409a, 450h, 451, 464, 465, 487, 488, 489, 501, 502, 573, 574, 576, 608, 608a, 610, 610a, 622, 624, 640d-10, 1466, 1495, and other authorizing acts.

CROSS REFERENCE. For regulations pertaining to: The inheritance of interests in trust or restricted land, see parts 15, 16, and 17 of this title and 43 CFR part 4, the purchase of lands under the BIA Loan Guaranty, Insurance and Interest Subsidy program, see part 103 of this title, the exchange and partition of trust or restricted lands, see part 152 of this title, land acquisitions authorized by the Indian Self-Determination and Education Assistance Act, see parts 900 and 276 of this title; the acquisition of allotments on the public domain or in national forests, see 43 CFR part 2530; the acquisition of Native allotments and Native townsite lots in Alaska, see 43 CFR parts 2561 and 2564, the acquisition of lands by Indians with funds borrowed from the Farmers Home Administration, see 7 CFR part 1823, subpart N, the acquisition of land by purchase or exchange for members of the Osage Tribe not having certificates of competency, see §§ 117.8 and 158.54 of this title.

SOURCE: 45 FR 62036, Sept. 18, 1980, unless otherwise noted. Redesignated at 47 FR 13327, Mar. 30, 1982.

§ 151.1 Purpose and scope.

These regulations set forth the authorities, policy, and procedures governing the acquisition of land by the United States in trust status for individual Indians and tribes. Acquisition of land by individual Indians and tribes in fee simple status is not covered by these regulations even though such land may, by operation of law, be held in restricted status following acquisition. Acquisition of land in trust status by inheritance or escheat is not covered by these regulations.

[79 FR 76897, Dec. 23, 2014]

§ 151.2**25 CFR Ch. I (4-1-16 Edition)****§ 151.2 Definitions.**

(a) *Secretary* means the Secretary of the Interior or authorized representative.

(b) *Tribe* means any Indian tribe, band, nation, pueblo, community, rancheria, colony, or other group of Indians, including the Metlakatla Indian Community of the Annette Island Reserve, which is recognized by the Secretary as eligible for the special programs and services from the Bureau of Indian Affairs. For purposes of acquisitions made under the authority of 25 U.S.C. 488 and 489, or other statutory authority which specifically authorizes trust acquisitions for such corporations, "Tribe" also means a corporation chartered under section 17 of the Act of June 18, 1934 (48 Stat. 988, 25 U.S.C. 477) or section 3 of the Act of June 26, 1936 (49 Stat. 1967, 25 U.S.C. 503).

(c) *Individual Indian* means:

(1) Any person who is an enrolled member of a tribe;

(2) Any person who is a descendant of such a member and said descendant was, on June 1, 1934, physically residing on a federally recognized Indian reservation;

(3) Any other person possessing a total of one-half or more degree Indian blood of a tribe;

(4) For purposes of acquisitions outside of the State of Alaska, *Individual Indian* also means a person who meets the qualifications of paragraph (c)(1), (2), or (3) of this section where "Tribe" includes any Alaska Native Village or Alaska Native Group which is recognized by the Secretary as eligible for the special programs and services from the Bureau of Indian Affairs.

(d) *Trust land* or *land in trust status* means land the title to which is held in trust by the United States for an individual Indian or a tribe.

(e) *Restricted land* or *land in restricted status* means land the title to which is held by an individual Indian or a tribe and which can only be alienated or encumbered by the owner with the approval of the Secretary because of limitations contained in the conveyance instrument pursuant to Federal law or because of a Federal law directly imposing such limitations.

(f) Unless another definition is required by the act of Congress authorizing a particular trust acquisition, *Indian reservation* means that area of land over which the tribe is recognized by the United States as having governmental jurisdiction, except that, in the State of Oklahoma or where there has been a final judicial determination that a reservation has been disestablished or diminished, *Indian reservation* means that area of land constituting the former reservation of the tribe as defined by the Secretary.

(g) *Land* means real property or any interest therein.

(h) *Tribal consolidation area* means a specific area of land with respect to which the tribe has prepared, and the Secretary has approved, a plan for the acquisition of land in trust status for the tribe.

[45 FR 62036, Sept. 18, 1980, as amended at 60 FR 32879, June 23, 1995]

§ 151.3 Land acquisition policy.

Land not held in trust or restricted status may only be acquired for an individual Indian or a tribe in trust status when such acquisition is authorized by an act of Congress. No acquisition of land in trust status, including a transfer of land already held in trust or restricted status, shall be valid unless the acquisition is approved by the Secretary.

(a) Subject to the provisions contained in the acts of Congress which authorize land acquisitions, land may be acquired for a tribe in trust status:

(1) When the property is located within the exterior boundaries of the tribe's reservation or adjacent thereto, or within a tribal consolidation area; or

(2) When the tribe already owns an interest in the land, or

(3) When the Secretary determines that the acquisition of the land is necessary to facilitate tribal self-determination, economic development, or Indian housing.

(b) Subject to the provisions contained in the acts of Congress which authorize land acquisitions or holding land in trust or restricted status, land may be acquired for an individual Indian in trust status:

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(1) When the land is located within the exterior boundaries of an Indian reservation, or adjacent thereto; or

(2) When the land is already in trust or restricted status.

§ 151.4 Acquisitions in trust of lands owned in fee by an Indian.

Unrestricted land owned by an individual Indian or a tribe may be conveyed into trust status, including a conveyance to trust for the owner, subject to the provisions of this part

§ 151.5 Trust acquisitions in Oklahoma under section 5 of the I.R.A.

In addition to acquisitions for tribes which did not reject the provisions of the Indian Reorganization Act and their members, land may be acquired in trust status for an individual Indian or a tribe in the State of Oklahoma under section 5 of the Act of June 18, 1934 (48 Stat. 985; 25 U.S.C. 465), if such acquisition comes within the terms of this part. This authority is in addition to all other statutory authority for such an acquisition.

§ 151.6 Exchanges.

An individual Indian or tribe may acquire land in trust status by exchange if the acquisition comes within the terms of this part. The disposal aspects of an exchange are governed by part 152 of this title.

§ 151.7 Acquisition of fractional interests.

Acquisition of a fractional land interest by an individual Indian or a tribe in trust status can be approved by the Secretary only if:

(a) The buyer already owns a fractional interest in the same parcel of land; or

(b) The interest being acquired by the buyer is in fee status; or

(c) The buyer offers to purchase the remaining undivided trust or restricted interests in the parcel at not less than their fair market value; or

(d) There is a specific law which grants to the particular buyer the right to purchase an undivided interest or interests in trust or restricted land without offering to purchase all of such interests; or

(e) The owner of a majority of the remaining trust or restricted interests in the parcel consent in writing to the acquisition by the buyer

§ 151.8 Tribal consent for nonmember acquisitions.

An individual Indian or tribe may acquire land in trust status on a reservation other than its own only when the governing body of the tribe having jurisdiction over such reservation consents in writing to the acquisition, provided, that such consent shall not be required if the individual Indian or the tribe already owns an undivided trust or restricted interest in the parcel of land to be acquired.

§ 151.9 Requests for approval of acquisitions.

An individual Indian or tribe desiring to acquire land in trust status shall file a written request for approval of such acquisition with the Secretary. The request need not be in any special form but shall set out the identity of the parties, a description of the land to be acquired, and other information which would show that the acquisition comes within the terms of this part

§ 151.10 On-reservation acquisitions.

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state or local government that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local government responds within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision. The Secretary will consider the following criteria in evaluating requests for the acquisition of land in trust status when the land is located within or contiguous to an Indian reservation, and the acquisition is not mandated.

§ 151.11**25 CFR Ch. I (4-1-16 Edition)**

(a) The existence of statutory authority for the acquisition and any limitations contained in such authority;

(b) The need of the individual Indian or the tribe for additional land;

(c) The purposes for which the land will be used;

(d) If the land is to be acquired for an individual Indian, the amount of trust or restricted land already owned by or for that individual and the degree to which he needs assistance in handling his affairs;

(e) If the land to be acquired is in unrestricted fee status, the impact on the State and its political subdivisions resulting from the removal of the land from the tax rolls;

(f) Jurisdictional problems and potential conflicts of land use which may arise, and

(g) If the land to be acquired is in fee status, whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status.

(h) The extent to which the applicant has provided information that allows the Secretary to comply with 516 DM 6, appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions Hazardous Substances Determinations (For copies, write to the Department of the Interior, Bureau of Indian Affairs, Branch of Environmental Services, 1849 C Street NW., Room 4525 MIB, Washington, DC 20240.)

[45 FR 62036, Sept. 18, 1980, as amended at 60 FR 32879, June 23, 1995]

§ 151.11 Off-reservation acquisitions.

The Secretary shall consider the following requirements in evaluating tribal requests for the acquisition of lands in trust status, when the land is located outside of and noncontiguous to the tribe's reservation, and the acquisition is not mandated

(a) The criteria listed in § 151.10 (a) through (c) and (e) through (h);

(b) The location of the land relative to state boundaries, and its distance from the boundaries of the tribe's reservation, shall be considered as follows. as the distance between the tribe's reservation and the land to be acquired in-

creases, the Secretary shall give greater scrutiny to the tribe's justification of anticipated benefits from the acquisition. The Secretary shall give greater weight to the concerns raised pursuant to paragraph (d) of this section.

(c) Where land is being acquired for business purposes, the tribe shall provide a plan which specifies the anticipated economic benefits associated with the proposed use.

(d) Contact with state and local governments pursuant to § 151.10 (e) and (f) shall be completed as follows: Upon receipt of a tribe's written request to have lands taken in trust, the Secretary shall notify the state and local governments having regulatory jurisdiction over the land to be acquired. The notice shall inform the state and local government that each will be given 30 days in which to provide written comment as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments

[60 FR 32879, June 23, 1995, as amended at 60 FR 48894, Sept. 21, 1995]

§ 151.12 Action on requests.

(a) The Secretary shall review each request and may request any additional information or justification deemed necessary to reach a decision.

(b) The Secretary's decision to approve or deny a request shall be in writing and state the reasons for the decision.

(c) A decision made by the Secretary, or the Assistant Secretary—Indian Affairs pursuant to delegated authority, is a final agency action under 5 U.S.C. 704 upon issuance

(1) If the Secretary or Assistant Secretary denies the request, the Assistant Secretary shall promptly provide the applicant with the decision

(2) If the Secretary or Assistant Secretary approves the request, the Assistant Secretary shall

(i) Promptly provide the applicant with the decision,

(ii) Promptly publish in the FEDERAL REGISTER a notice of the decision to acquire land in trust under this part, and

(iii) Immediately acquire the land in trust under § 151.14 on or after the date

Bureau of Indian Affairs, Interior

§ 151.13

such decision is issued and upon fulfillment of the requirements of §151.13 and any other Departmental requirements.

(d) A decision made by a Bureau of Indian Affairs official pursuant to delegated authority is not a final agency action of the Department under 5 U.S.C. 704 until administrative remedies are exhausted under part 2 of this chapter or until the time for filing a notice of appeal has expired and no administrative appeal has been filed.

(1) If the official denies the request, the official shall promptly provide the applicant with the decision and notification of any right to file an administrative appeal under part 2 of this chapter.

(2) If the official approves the request, the official shall:

(i) Promptly provide the applicant with the decision;

(ii) Promptly provide written notice of the decision and the right, if any, to file an administrative appeal of such decision pursuant to part 2 of this chapter, by mail or personal delivery to:

(A) Interested parties who have made themselves known, in writing, to the official prior to the decision being made, and

(B) The State and local governments having regulatory jurisdiction over the land to be acquired;

(iii) Promptly publish a notice in a newspaper of general circulation serving the affected area of the decision and the right, if any, of interested parties who did not make themselves known, in writing, to the official to file an administrative appeal of the decision under part 2 of this chapter; and

(iv) Immediately acquire the land in trust under §151.14 upon expiration of the time for filing a notice of appeal or upon exhaustion of administrative remedies under part 2 of this title, and upon the fulfillment of the requirements of §151.13 and any other Departmental requirements.

(3) The administrative appeal period under part 2 of this chapter begins on:

(i) The date of receipt of written notice by the applicant or interested parties entitled to notice under paragraphs (d)(1) and (d)(2)(ii) of this section;

(ii) The date of first publication of the notice for unknown interested parties under paragraph (d)(2)(iii) of this section.

(4) Any party who wishes to seek judicial review of an official's decision must first exhaust administrative remedies under 25 CFR part 2.

[78 FR 67937, Nov 13, 2013]

§ 151.13 Title examination.

If the Secretary determines that he will approve a request for the acquisition of land from unrestricted fee status to trust status, he shall acquire, or require the applicant to furnish, title evidence meeting the *Standards For The Preparation of Title Evidence In Land Acquisitions by the United States*, issued by the U.S. Department of Justice. After having the title evidence examined, the Secretary shall notify the applicant of any liens, encumbrances, or infirmities which may exist. The Secretary may require the elimination of any such liens, encumbrances, or infirmities prior to taking final approval action on the acquisition and he shall require elimination prior to such approval if the liens, encumbrances, or infirmities make title to the land unmarketable.

[45 FR 62036, Sept. 18, 1980. Redesignated at 60 FR 32879, June 23, 1995]

EFFECTIVE DATE NOTE: At 81 FR 10479, Mar 1, 2016, §151.13 was revised, effective Apr 15, 2016. For the convenience of the user, the revised text is set forth as follows:

§ 151.13 Title review.

(a) If the Secretary determines that she will approve a request for the acquisition of land from unrestricted fee status to trust status, she shall require the applicant to furnish title evidence as follows.

(1) Written evidence of the applicant's title or that title will be transferred to the United States on behalf of the applicant to complete the acquisition in trust, and

(2) Written evidence of how title was acquired by the applicant or current owner, and

(3) Either.

(i) A current title insurance commitment; or

(ii) The policy of title insurance issued at the time of the applicant's or current owner's acquisition of the land and an abstract of title dating from the time the land was acquired by the applicant or current owner.

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(b) After reviewing submitted title evidence, the Secretary shall notify the applicant of any liens, encumbrances, or infirmities that the Secretary identified and may seek additional information from the applicant needed to address such issues. The Secretary may require the elimination of any such liens, encumbrances, or infirmities prior to taking final approval action on the acquisition, and she shall require elimination prior to such approval if she determines that the liens, encumbrances or infirmities make title to the land unmarketable.

§ 151.14 Formalization of acceptance.

Formal acceptance of land in trust status shall be accomplished by the issuance or approval of an instrument of conveyance by the Secretary as is appropriate in the circumstances.

[45 FR 62036, Sept. 18, 1980 Redesignated at 60 FR 32879, June 23, 1995]

§ 151.15 Information collection.

(a) The information collection requirements contained in §§ 151.9, 151.10, 151.11(c), and 151.13 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1076-0100. This information is being collected to acquire land into trust on behalf of the Indian tribes and individuals, and will be used to assist the Secretary in making a determination. Response to this request is required to obtain a benefit.

(b) Public reporting for this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the information collection. Direct comments regarding the burden estimate or any other aspect of this information collection to the Bureau of Indian Affairs, Information Collection Clearance Officer, Room 337-SIB, 18th and C Streets, NW., Washington, DC 20240; and the Office of Information and Regulatory Affairs [Project 1076-0100], Office of Management and Budget, Washington, DC 20502.

[60 FR 32879, June 23, 1995, 64 FR 13895, Mar 23, 1999]

25 CFR Ch. I (4-1-16 Edition)**PART 152—ISSUANCE OF PATENTS IN FEE, CERTIFICATES OF COMPETENCY, REMOVAL OF RESTRICTIONS, AND SALE OF CERTAIN INDIAN LANDS****Sec.**

- 152.1 Definitions
- 152.2 Withholding action on application

ISSUING PATENTS IN FEE, CERTIFICATES OF COMPETENCY OR ORDERS REMOVING RESTRICTIONS

- 152.3 Information regarding status of applications for removal of Federal supervision over Indian lands.
- 152.4 Application for patent in fee
- 152.5 Issuance of patent in fee
- 152.6 Issuance of patents in fee to non-Indians and Indians with whom a special relationship does not exist
- 152.7 Application for certificate of competency.
- 152.8 Issuance of certificate of competency.
- 152.9 Certificates of competency to certain Osage adults
- 152.10 Application for orders removing restrictions, except Five Civilized Tribes
- 152.11 Issuance of orders removing restrictions, except Five Civilized Tribes
- 152.12 Removal of restrictions, Five Civilized Tribes, after application under authority other than section 2(a) of the Act of August 11, 1955.
- 152.13 Removal of restrictions, Five Civilized Tribes, after application under section 2(a) of the Act of August 11, 1955
- 152.14 Removal of restrictions, Five Civilized Tribes, without application
- 152.15 Judicial review of removal of restrictions, Five Civilized Tribes, without application
- 152.16 Effect of order removing restrictions, Five Civilized Tribes

SALES, EXCHANGES AND CONVEYANCES OF TRUST OR RESTRICTED LANDS

- 152.17 Sales, exchanges, and conveyances by, or with the consent of the individual Indian owner
- 152.18 Sale with the consent of natural guardian or person designated by the Secretary
- 152.19 Sale by fiduciaries
- 152.20 Sale by Secretary of certain land in multiple ownership
- 152.21 Sale or exchange of tribal land
- 152.22 Secretarial approval necessary to convey individual-owned trust or restricted lands or land owned by a tribe
- 152.23 Applications for sale, exchange or gift
- 152.24 Appraisal
- 152.25 Negotiated sales, gifts and exchanges of trust or restricted lands.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

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Form 50187306 (10-11-22)

Page 5 of 24



8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
10. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
11. Any claim that the United States lacks proper authority to acquire or hold title to the land, or arising from or related to an alleged defect in the process of approving or authorizing the acquisition of title by the United States of America in Trust for [insert name of Tribe], a federally recognized tribe.
12. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer or (b) a preferential transfer.
13. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.
14. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
15. Tribal records for any tax, law or regulation are not "public records" within the meaning of this policy, and this policy provides no coverage respecting any loss occasioned by any such tribal tax law or regulation.
16. Any claim of right, title, interest, power or jurisdiction arising under the laws of a Tribe.
17. Condition 18 is hereby added to the policy:

18. CHOICE OF LAW; FORUM:

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Form 50187306 (10-11-22)

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(a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.

Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

18. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
19. The land lies within the boundaries of proposed community facilities District No. 2014-1, as disclosed by a map filed August 24, 2015 in [Book 1, Page 18](#) of maps of assessment and community facilities districts.
20. Taxes and assessments for the Reclamation District 2047 Rebate, which are collected with the county taxes.
21. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect Parcel One:

22. A lease dated October 05, 1953, executed by Clyde E. Coffman and Anna M. Coffman, husband and wife as to an undivided one-half (1/2) interest; and Arch J. Campbell and Nathalie B. Campbell, husband and wife, as to an undivided one-half (1/2) interest as lessor and Union Oil Company of California as lessee, recorded April 26, 1954 as [Book 208, Page 217](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

23. A lease dated November 26, 1979, executed by Goette Farm Incorporated, a corporation as lessor and Tenneco Oil Company as lessee, recorded February 27, 1980 as [Book 485, Page 345](#) of Official Records.

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Form 50187306 (10-11-22)

Page 7 of 24

Attachment: 09-30-24 United States Department of the Interior Bureau of Indian Affairs Case No. 53870 (10187 : CCIC Land Acquisition



Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

24. The terms and provisions contained in the document entitled Colusa Drain Mutual Water Company Share Certificate Number 224 recorded August 26, 2004 as Instrument No. [2004-0004703](#) of Official Records.

The Following Matters Affect Parcel Two:

25. An easement for irrigation ditch and incidental purposes, recorded February 03, 1904 in [Book 57 of Deeds, Page 310](#).
In Favor of: Byron D. Beckwith
Affects: as described therein
26. An easement for ditches, canals and drains and appurtenances and incidental purposes, recorded February 25, 1922 in [Book 100 of Deeds, Page 367](#).
In Favor of: Reclamation District No. 2047
Affects: as described therein

The Following Matters Affect Parcel Three:

27. An easement for drainage canal adjacent to Holloway Road and incidental purposes, recorded March 17, 1981 as [Book 501, Page 294](#) of Official Records.
In Favor of: Stegall Bros., a co-partnership
Affects: as described therein
28. Covenants, conditions, restrictions and easements in the document recorded December 28, 1992 as [Book 729, Page 434](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
29. An easement for construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities, together with a right of way therefor, and also ingress thereto and egress therefrom and incidental purposes, recorded April 20, 2016 as Instrument No. [2016-0001314](#) of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: as described therein

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Form 50187306 (10-11-22)

Page 8 of 24

Attachment: 09-30-24 United States Department of the Interior Bureau of Indian Affairs Case No. 53870 (10187 : CCIC Land Acquisition



The Following Matters Affect All Parcels:

30. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
31. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

32. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
33. Water rights, claims or title to water, whether or not shown by the Public Records.
34. Rights of the public and/or Reclamation District No. 2047 in and to highways, roads, ditches, canals and levees embraced within the boundaries of the land.
35. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
36. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
37. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
38. Rights of parties in possession.

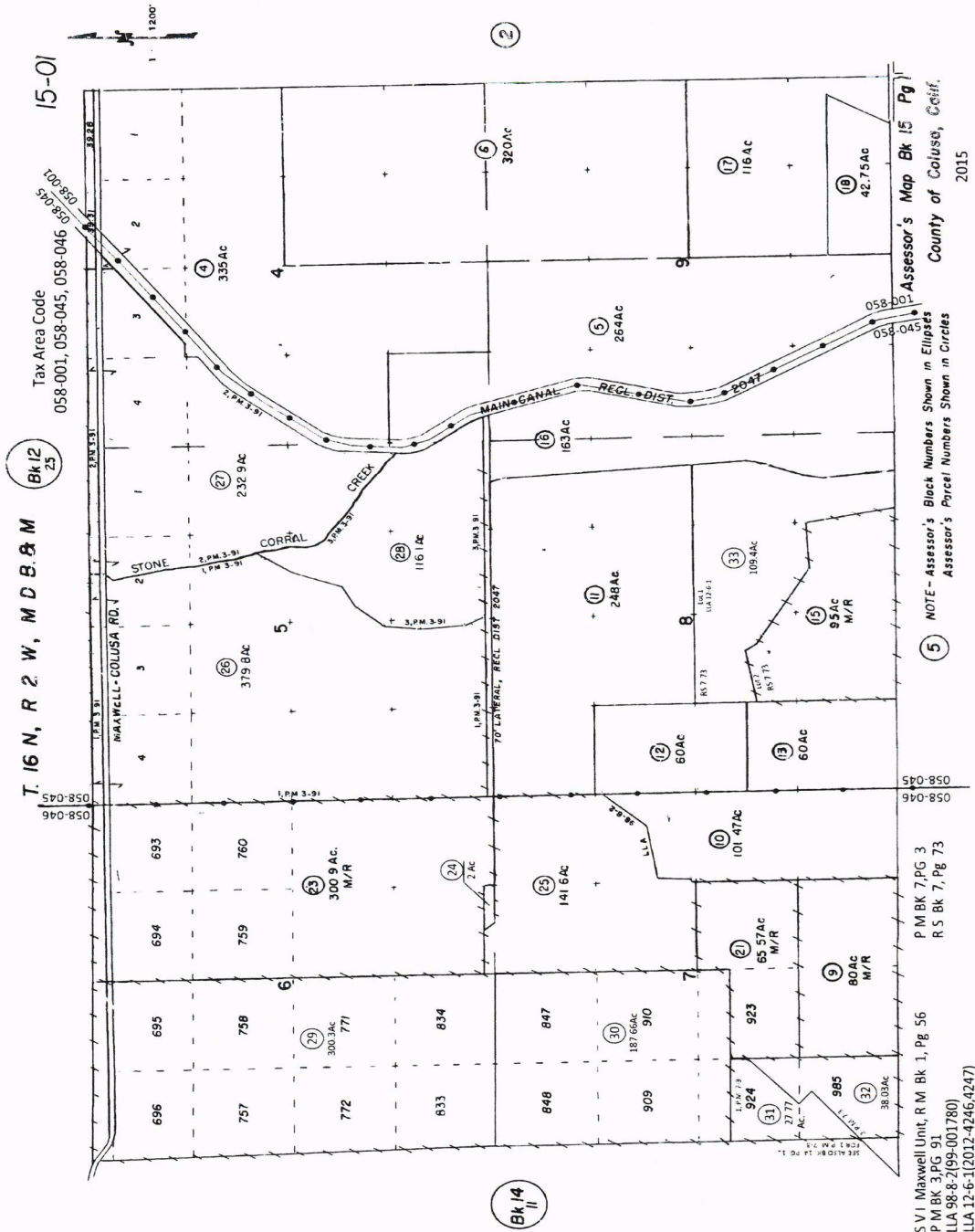
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Form 50187306 (10-11-22)

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Part I—Requirements, and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

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

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

Detailed Description/Background of request:

Behavioral Health requests the Board Chair to sign a letter in support of Nevada County's application for Bond BHCIP Round 1: Launch Ready Funding for a Psychiatric Health Facility (PHF) and a Mental Health Rehabilitation Center (MHRC).

DHCS was authorized through 2021 legislation to establish the Behavioral Health Continuum Infrastructure Program (BHCIP) and award \$2.2 billion to construct, acquire, and expand properties. DHCS has been releasing these funds through multiple grant rounds targeting various gaps in the state's behavioral health facility infrastructure.

In March 2024, California voters passed Proposition 1, a two-bill package including the Behavioral Health Services Act (BHSA) (Senate Bill 326) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) (Assembly Bill 531). The BHIBA portion is a \$6.38 billion general obligation bond to develop an array of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. DHCS was authorized to award up to \$4.4 billion in BHIBA funds for BHCIP competitive grants.

Colusa County currently struggles to find beds for community members in need of a higher level of care and often must place people in various locations around the state. The proposed project, a small cottage like facility with 8 acute care (PHF) and 8 sub-acute care (MHRC) beds, would bring beds closer to rural residents, improving access to care. This project will help ensure that inpatient treatment is available to our rural residents when they need it in an area closer to home.

Prior Board Action:

None

Fiscal Impact/Funding Source:

None

Action for the Clerk:

Have the Chairman of the Board sign letter and distribute original.

ATTACHMENTS:

- Nevada Co BHCIP Partner Colusa County 11.12.24 Letterhead (DOC)

JOSE MERCED CORONA, DISTRICT I,
DAURICE K. SMITH, DISTRICT II
VICE-CHAIR
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
JANICE A. BELL, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS

547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510

boardclerk@countyofcolusa.org

November, 12th 2024

Phebe Bell, MSW
Director
Nevada County Behavioral Health
500 Crown Point Circle Ste 120,
Grass Valley, CA 95945

Subject: SUPPORT - Bond BHCIP Round 1 Rural Counties Psychiatric Health Facility (PHF)/Mental Health Rehabilitation Center (MHRC) project

Dear Director Bell:

We write this letter in support of your application for Bond BHCIP Round 1: Launch Ready Funding and to express our interest in being a partner in the Rural Counties PHF/MHRC project.

Colusa County fully supports this project, which will be located in and managed by Nevada County, and will serve a number of rural northern counties that currently have no inpatient treatment beds. The proposed project, a small cottage like facility with 8 acute care (PHF) and 8 sub-acute care (MHRC) beds, would bring beds closer to rural residents, improving access to care. In addition to addressing current needs, this project would position the rural counties to have capacity for future demands from SB 43, Care Court and other policy initiatives.

Colusa County struggles to find beds for community members in need of a higher level of care and often must place people in various locations around the state. Access to these out of region beds is likely to become more competitive as new policy initiatives are implemented. By having more access to both acute and sub-acute care beds in our local region, more of our residents will be able to experience timely care that is better connected to their community treatment. The Colusa County Behavioral Health Department provides a comprehensive continuum of community-based care but residents sometimes need a higher level of support. This project will help ensure that inpatient treatment is available to our rural residents when they need it. We are excited to partner in this much needed project.

Sincerely,

Gary J. Evans, Chair
Board of Supervisors, Colusa County

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

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

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

Detailed Description/Background of request

The County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and county health and welfare officials from the 35 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 35 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the County Supervisor Representative from Group 1 Counties ends on 12/31/24. This position is currently held by County Administrator Richard Egan of Lassen County, who is seeking retiring. Group 1 Counties include the following: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Trinity, and Tuolumne.

Elections need to be held to fill the position designated for a County Administrator from Group 1 County for a new term, which begins on 1/1/25 and ends on 12/31/27. The governing board has directed that elections on behalf of the Board. Glenn County Administrator Scott De Moss is the sole candidate for the position. However, space is provided on the ballot for write-in candidates should other wish to compete for the position.

Please note, no two Board members from the same CMSP County may serve as members on the Board at the same time. Therefore, candidates from Colusa and Siskiyou counties may not currently seek election.

The new term begins 1/1/25 and ends on 12/31/27

Prior Board Action

None.

Fiscal Impact/Funding Source**None.****Action for the Clerk**

Please complete and return your ballot by Friday, November 22, 2024. You may also email the ballot to SYASLCountyInfo@syaslparkers.com

or Mail to:

SYASL

Attn: CMSP Election

1415 L Street, Ste. 1000,

Sacramento, CA 95814

ATTACHMENTS:

- 10-25-24 Supervisor Group 1 Letter (PDF)
- Supervisor Group 1 Ballot (PDF)

Shaw
Yoder
Antwih
Schmelzer
& Lange

RECEIVED

OCT 25 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORS

1415 L Street
Suite 1000
Sacramento
CA, 95814
916-446-4656

October 22, 2024

To: Nicole Williamson, County Administrative Officer, Alpine County
Chuck Iley, County Administrative Officer, Amador County
Teresa Hitchcock, County Executive Officer, Calaveras County
Wendy Tyler, County Administrative Officer, Colusa County
Neal Lopez, County Administrative Officer, Del Norte County
Scott DeMoss, County Administrative Officer, Glenn County
Nate Greenberg, County Administrative Officer, Inyo County
Susan Parker, County Administrative Officer, Lake County
Richard Egan, County Administrative Officer, Lassen County
Joe Lynch, County Administrative Officer, Mariposa County
Chester Robertson, County Administrative Officer, Modoc County
Sandra Moberly, County Administrative Officer, Mono County
Alison, Lehman, County Executive Officer, Nevada County
Debra Lucero, County Administrative Officer, Plumas County
Ray Espinosa, County Administrative Officer, San Benito County
Heather Foster, Clerk of the Board, Sierra County
Angela Davis, County Administrative Officer, Siskiyou County
Trent Tuthill, Psy.D, County Administrative Officer, Trinity County
Tracie Riggs, County Administrative Officer, Tuolumne County

From: Paul J. Yoder & Karen Lange, Shaw Yoder Antwih Schmelzer & Lange

RE: CMSP Governing Board - CAO Position for Group 1 Counties

As you know, the County Medical Services Program (CMSP) Governing Board is composed of County Supervisors, County Administrative Officers, and County Health and Welfare Officials from the 35 member counties. The Governing Board administers the CMSP program, which provides health care services to indigent adults in the 35 counties.

In fulfillment of its statutory responsibility, the Governing Board has regularized the terms of its Board. The term of the County Administrative Officer Representative from Group 1 Counties ends on 12/31/24. This position is currently held by Lassen County Administrator Richard Egan, who is retiring. Group 1 Counties include the following: Alpine, Amador, Calaveras, Colusa, Del Norte, Glenn, Inyo, Lake, Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, San Benito, Sierra, Siskiyou, Trinity, and Tuolumne.

An election needs to be held to fill the position designated for a County Administrator from a Group 1 County for a new term, which begins on 1/1/25 and ends on 12/31/27. The Governing Board has directed our office to conduct the election on behalf of the Board. Glenn County Administrator Scott De Moss is the sole candidate for the position. However, space is provided on the ballot for write-in candidates should others wish to compete for the position. A ballot and an addressed envelope are enclosed. ***Please complete and return your ballot by Friday, November 22, 2024.*** You may also email your completed ballot to SYASLCountyInfo@syaslpatterns.com.

SYASLpartners.com

Attachment: 10-25-24 Supervisor Group 1 Letter (10176 : CMSP Governing Board Election)

Please note, no two Board members from the same CMSP County may serve as members of the Board at the same time. Therefore, candidates from Colusa and Siskiyou counties may not currently seek election.

Should you have any questions regarding this matter, please call (916) 446-4656.

Thank you,



Paul J. Yoder
Legislative Advocate



Karen Lange
Legislative Advocate

CC: Chair and Members, CMSP Governing Board
Kari Brownstein, CMSP Executive Director
Alison Bassett, CMSP General Counsel

Ballot

CMSP Governing Board CAO – Group 1 Counties

☐ Scott De Moss, Glenn County

☐ _____

County Name: _____

Please return ballot by Friday, November 22, 2024.

Ballots may be returned by mail or by email to SYASLCountyInfo@SYASLpartners.com



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Modify 2024 Board of Supervisors Meeting Calendar
Changing Meeting from December 10, 2024 to December
17, 2024

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

Detailed Description/Background of request

There has been a request to move the Board's December meeting date from December 10, 2024 to December 17, 2024.

Prior Board Action

2024 Board of Supervisors Meeting Calendar was adopted December 19, 2023

Fiscal Impact/Funding Source

None.

Action for the Clerk

Notify all departments and media. Post cancellation notice for December 10, 2024 meeting.

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the 2025 Board of Supervisors Meeting Calendar

Approve the 2025 Board of Supervisors Meeting Calendar.

Detailed Description/Background of request

The proposed calendar differs from what has traditionally been adopted by the Board. You will note that we are proposing the first regular meeting of 2025 to be in the second week of January, rather than the first. The reasoning for this shift is to prevent Board meetings from falling immediately after Monday holidays throughout the year. Further we propose only one meeting in the month of December, and that it be held mid-month due to the CSAC Annual meeting taking place the first week of that month. Finally, the calendar proposes Board of Supervisors go dark during the month of July.

Prior Board Action

Approved annually.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Distribute meeting calendar to all departments.

ATTACHMENTS:

- 2025 BOS Meeting Calendar (PDF)

2025 BOARD OF SUPERVISORS MEETING CALENDAR

7.10.a

HOLIDAY CUT OFF BOS MTG

2025 CALENDAR YEAR

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

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

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

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

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

JUNE						
S	M	T	W	Th	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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

NOVEMBER						
S	M	T	W	Th	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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

NACO Legislatvive Conference
CSAC Legislative Conference
NACO WIR Conference
NACO Annual Conference
RCRC Annual Conference
CSAC Annual Meeting

3-1-25 to 3-4-25
4-23-25 to 4-25-25
5-21-25 to 5-23-25
7-11-25 to 7-14-25
9-17-25 to 9-19-25
12-1-25 to 12-5-25

Washington, D.C.
Sacramento, CA
Pennington County, S.D.
Philadephia County, PA
Placer County, CA
Sacramento, CA

Transportation Commission Meetings

Meetings held the same day of the last BOS meeting of the month

BOS

CUT OFF DATE	MEETING DATE
December 20, 2024	January 14, 2025
January 3, 2025	January 28, 2025
January 17, 2025	February 11, 2025
January 31, 2025	February 25, 2025
February 14, 2025	March 11, 2025
February 28, 2025	March 25, 2025
March 14, 2025	April 8, 2025
March 28, 2025	April 22, 2025
April 11, 2025	May 6, 2025
April 25, 2025	May 20, 2025
May 9, 2025	June 3, 2025
May 23, 2025	June 17, 2025
July 18, 2025	August 12, 2025
August 1, 2025	August 26, 2025
August 15, 2025	September 9, 2025
August 29, 2025	September 23, 2025
September 12, 2025	October 7, 2025
September 26, 2025	October 21, 2025
October 10, 2025	November 4, 2025
October 24, 2025	November 18, 2025
November 21, 2025	December 16, 2025
December 19, 2025	January 13, 2026

Attachment: 2025 BOS Meeting Calendar [Revision 1] (10169 : Approve the Board of Supervisors Meeting



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Interviews and possible appointment for the upcoming vacancy in the position of Treasurer/Tax Collector/Public Administrator. (Application received: Cindy Dillard)

Interviews and possible appointment for the upcoming vacancy in the position of Treasurer/Tax Collector/Public Administrator. (**Application received: Cindy Dillard**)

Detailed Description/Background of request

The Board held an initial interview with Ms. Dillard at their last meeting on October 29, 2024. It was the consensus of the Board to continue the interview to November 12, 2024, to allow Ms. Dillard the opportunity to prepare additional information requested by the Board members, in order to further analyze and consider her interest in the upcoming vacancy for the Treasurer-Tax Collector position.

As directed by the Board of Supervisors, interviews shall be held with individuals who have submitted their letter of interest to the Board by the cutoff of 4:00 p.m., October 23, 2024.

Candidates are: Cindy Dillard

At the conclusion of the interviews, the Board may choose to appoint, or they may provide direction to staff. Any appointment would effective January 1, 2025 for the remainder of the term, through January 5, 2027.

Prior Board Action

Initial interview held on October 29, 2024.

Fiscal Impact/Funding Source

Base salary is \$11,785 per month, and subject to additional "years of public service" adjustment. Will not be known until candidate is selected.

Action for the Clerk

Action Item (ID # 10192)

Meeting of November 12, 2024

None.

ATTACHMENTS:

- 10-18-24 Dillard letter of interest (PDF)
- 09-20-24 Dillard letter of interest and recommendation letter (PDF)

County of Colusa
Treasurer-Tax Collector

Daniel A Charter, CPA

*Attorney at Law, Treasurer- Tax Collector,
 Public Administrator*



547 Market St, Suite 111
 Colusa, CA 95932

Main (530) 458-0440

Fax (530) 458-0442

colusattc@countyofcolusa.org

October 18, 2024

Wendy Tyler, County Administrator Officer
 Colusa County Board of Supervisors
 547 Market Street, Suite 102
 Colusa, CA 95932

Re: Letter of Interest

Dear Members of the Board;

I am writing this letter to express my interest in serving the remainder of the four term of Colusa County Treasurer-Tax Collector, Public Administrator. I have been the Assistant Treasurer-Tax Collector of Colusa County since March of 2016. I have managed the day-to-day business of the department since that time. In addition, I spent two years working for the Colusa County Assessor's office and nearly 20 years in the banking industry in operational and supervisory rolls. I am confident that my qualifications, experience and commitment to Colusa County make me the ideal candidate for this role.

I have worked diligently to modernize and create efficiency within the department; to create a cohesive work environment and develop solid working relationships. While we have experienced times of trial and tribulations and several changes, we have grown, become stronger and more proficient as a team. Our team is a loyal group, devoted to providing superior customer service to the community and to working closely with Colusa County Departments.

With Dan's leadership style being "Delegator", I was compelled and required to learn and manage all aspects of Treasury, Tax Collection and Public Administration. I have taken advantage of courses offered to educate myself on the particulars of the duties required and have benefited greatly from the relationships I have established with Financial Advisors, staff from other Tax Collector and Public Administrator offices and various Associations.

My leadership style is more interactive or "Hands On". I am committed to building working relationships with the Board, Department Heads, County Staff and the Public to produce quality work, and provide excellent service. I believe that appointing me would ensure a smooth transition and be the most fiscally responsible decision for the County.

I have spent the past 35 years working in Colusa County. In 2018 I moved back with the intention of finishing my career here. Colusa County and its constituents are near and dear to me and I look forward to serving our community for many years to come.

Thank you for your time and consideration.

Sincerely,

Cindy Dillard
 Assistant Treasurer-Tax Collector

RECEIVED

OCT 18 2024

**COUNTY OF COLUSA
 BOARD OF SUPERVISORS**

Attachment: 10-18-24 Dillard letter of interest (10192 : Interviews for Treasurer/Tax Collector/Public Administrator)

County of Colusa
Treasurer-Tax Collector
Daniel A Charter, CPA

*Attorney at Law, Treasurer- Tax Collector,
 Public Administrator*



547 Market St, Suite 111
 Colusa, CA 95932

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

September 20, 2024

Wendy Tyler, County Administrator Officer
 Colusa County Board of Supervisors
 547 Market Street, Suite 110
 Colusa, CA 95932

Re: Letter of Interest

Dear Members of the Board;

I must admit that when I stepped into the role of Assistant Treasurer-Tax Collector, I wasn't sure what to expect. I was relatively new to a career in the government sector but was confident that the experience I acquired working in the Assessor's office, at Farm Credit and my close to 20 years in banking operations would enable me to succeed in the role.

I have worked diligently to modernize and create efficiency within our department. To create a cohesive work environment and develop solid working relationships. While we have experienced some times of trial and tribulations and several changes, we have grown, become stronger and more proficient as a team. Team TTC is loyal, devoted to providing superior service to the community and to working closely with Colusa County Departments.

Much to my surprise, Dan informed the department that he is actually retiring this year. While I understand you have options, I would be honored if you would consider me to complete the remainder of the 23-27 term as the Treasurer-Tax Collector. In addition to running the day-to-day business of our department I have developed relationships with the financial advisors we currently purchase securities from. I have spent time with them and on my own educating myself on the ins and outs of public funds and feel certain that I am ready and can successfully lead the department.

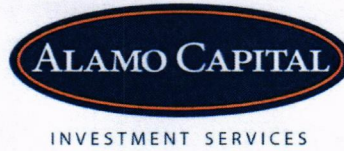
I have spent the last 35 years working in Colusa County and in 2018 moved back with intention of finishing my career here. Colusa County and its constituents are near and dear to me and I look forward to serving our community for many years to come.

I am committed to building working relationships with the Board and with Department Heads to produce quality work, and provide excellent service.

Thank for your time and consideration.

Sincerely,

Cindy Dillard
 Assistant Treasurer-Tax Collector



Nader Mokri

September 19, 2024

Senior Vice President, Institutional Sales

(615) 261-9904

nmokri@alamocapital.com

Dear Colusa County,

Hi, my name is Nader Mokri from Alamo Capital. I have been in the business for 39 years covering counties and municipalities. It is a pleasure working with the County of Colusa and I feel compelled to write to you with a recommendation of Cindy Dillard for Treasurer. I have known Cindy for four years, during which we have closely worked together. During this time, Cindy consistently showcased exceptional leadership and problem-solving skills. Cindy's collaborative and innovative approach to work has been instrumental in fostering a productive and harmonious workflow.

I wholeheartedly believe that Cindy Dillard would be a valuable addition to your team and that her skills and experience make her an excellent fit as Treasurer. If you require further information, please don't hesitate to contact me at (615) 261-9904.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nader Mokri".

Nader Mokri



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

ATTACHMENTS:

- 10-29-24 Wild Goose Storage, LLC (PDF)

RECEIVED

COPY

OCT 29 2024

COUNTY OF COLUSA
BOARD OF SUPERVISORSSUMMONS BY FAX
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

COLUSA COUNTY; and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

WILD GOOSE STORAGE, LLC, a Delaware Limited Liability Company

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una conciliación de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Colusa County Superior Court

Courthouse Annex, 532 Oak St., Colusa, CA 95932

CASE NUMBER:
(Número del Caso):

CV 24718

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael T. Lebeau, SBN: 221587; (562) 698-9771; Bayley, Lassleben & Miller, LLP, 13215 Penn St, Ste 510, Whittier, CA 90602

DATE:
(Fecha) NOV 22 2023ERIK F. VALENCIA
Clerk, by
(Secretario)

CINDY TORRES

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

SEAL

NOTICE TO THE PERSON SERVED: You are served

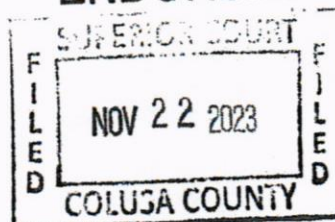
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **COLUSA COUNTY**

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify): **CCP416.50 Public Entity**

4. ☒ by personal delivery on (date): **10-29-24**

COPY**ENDORSED**

Status Conference

 Set For 5:30pm At 9:00am
 COLUSA COUNTY SUPERIOR COURT
 Dept. One

1 Michael T. Lebeau (SBN 221587)
 Joseph A. Vinatieri (SBN 79565)
 2 Benjamin K. Lee (SBE 325729)
 BEWLEY LASSLEBEN & MILLER LLP
 3 13215 Penn Street, Suite 510
 Whittier, CA 90602-1797
 4 Telephone: (562) 907-2037
 5 Facsimile: (562) 696-6357

6 Attorneys for Plaintiff,
 7 Wild Goose Storage, LLC

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
 9 COLUSA COUNTY

11 WILD GOOSE STORAGE, LLC,
 12 a Delaware Limited Liability Company
 13 Plaintiff,

14 vs.

15 COLUSA COUNTY;
 16 and DOES 1 through 10, inclusive,
 17 Defendants.

Case No.: **CW 24718**

VERIFIED COMPLAINT FOR REFUND
 OF PROPERTY TAXES

(Rev. & Tax. Code, § 5140)

ASSIGNED TO JUDGE
 JEFFREY A. THOMPSON
 FOR ALL PURPOSES

19 **INTRODUCTION**

20 Plaintiff alleges as follows:

21 1. This action is one for the refund of unitary property taxes wrongfully assessed,
 22 levied, and collected for the 2018 annual assessment roll. Defendant Colusa County
 23 wrongfully assessed, levied, and collected excess unitary property taxes from Plaintiff Wild
 24 Goose Storage, LLC, a Delaware limited liability company ("Plaintiff or "WGS"), by
 25 applying a unitary property tax rate in excess of the tax rate applicable to other privately-
 26 owned and locally-assessed real property.

27
 28
 VERIFIED COMPLAINT FOR REFUND OF PROPERTY TAXES

BY FAX

BEWLEY LASSLEBEN & MILLER LLP
 13215 PENN STREET, SUITE 510
 WHITTIER, CA 90602-1797
 (562) 698-9771

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

BEWLEY LASSEBEN & MILLER LLP
13215 PENN STREET, SUITE 510
WHITTIER, CA 90602-1797
(562) 698-9771

THE PARTIES

2. Plaintiff WILD GOOSE STORAGE, LLC is now, and at all times relevant hereto, was a Delaware limited liability company in good standing qualified to do and doing business in the State of California.

3. WGS, at all times relevant hereto, operated the Subject Property, namely all of its State Board of Equalization ("SBE") assessed unitary gas company property located in Colusa County. WGS paid the unitary property taxes for the 2018 annual assessment roll which are the subjects of this action.

4. Defendant COLUSA COUNTY (the "Defendant" or "County") is now, and at all times relevant hereto was, a political subdivision of the State of California.

5. The County Assessor, Auditor-Controller, and/or Treasurer-Tax Collector of Defendant County assessed, levied, and collected the unitary property taxes paid by Plaintiff referable to the Plaintiff's SBE-assessed unitary gas company property located in Colusa County.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES 1 through 10, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff is informed and believes and, on that ground, alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences herein alleged.

NATURE OF THE PROPERTY

7. The subjects of this action are the SBE-assessed unitary property taxes levied on WGS' unitary gas company property located in Colusa County, California.

8. The County Assessor for the Defendant County assigned Assessor's Parcel Number 799-000-080-000 to the Subject Property. (See, WGS' Claim for Refund of Property Taxes (the "Claim"), Exhibit 1, page 5 to that Claim. True and correct copies of that Claim and its Exhibits are attached as Exhibit "A" to this Complaint and made a part hereof.)

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WHITTIER, CA 90602-1797
(562) 698-9771

NATURE OF UNITARY PROPERTY TAX ASSESSMENTS

9. For fiscal year 2018-2019, the SBE assessed the taxable value of Plaintiff's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the *Revenue and Taxation Code*.

10. The SBE established the unitary property assessed values for the Plaintiff's Subject Property when it adopted the 2018 Recommendation for Assessment of State-Assessed Property (the "2018 Recommendation") on July 24, 2018. (See, 2018 Recommendation for Assessment of State-Assessed Property at <https://boe.ca.gov/proptaxes/pdf/2018-SAPRecom.pdf>, retrieved on November 20, 2023.)

11. Pursuant to its authority under *Revenue and Taxation Code* section 756, the SBE transmitted to the Defendant County a copy of the Plaintiff's assessment roll showing Plaintiff's unitary and nonoperating property located in Colusa County.

12. Adopting a total SBE-assessed value of \$178,900,000 for Plaintiff's statewide property holdings (2018 Recommendation, page 6 of 25) the SBE allocated \$37,609,082 of that amount to Plaintiff's unitary gas company property holdings in Colusa County, allocated as follows:

<u>Property Type</u>	<u>Valuation</u>
Land	\$1,598,551
Improvements	\$36,010,531
Total Assessed Value	\$37,609,082

(Exhibit "A" to this Complaint, page 5.)

13. On the basis of said assessment and transmittal of said roll, Defendant County levied unitary property taxes on said Subject Property for the 2018-2019 fiscal year in the sum of \$449,992.66 (see, Unitary Property Tax Bill attached as page 5 of Exhibit "A" to this Complaint); Plaintiff paid those taxes in full (see, Payment Confirmation attached as pages 7-9 to Exhibit "A" to this Complaint).

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(562) 698-9771

14. When calculating the amount of unitary property taxes that were due, Defendant County, through its County Assessor, Auditor-Controller, and/or Treasurer Tax Collector, applied a property tax rate of 1.196500 percent to Plaintiff's SBE-Assessed unitary gas company property located in Colusa County. (See, Unitary Property Tax Bill attached as page 5 of Exhibit "A" to this Complaint.)

15. On average, locally-assessed property in Colusa County is taxed at a rate of 1.099000 percent.

16. Plaintiff contends that the Defendant's application of a 1.196500 percent tax rate to Plaintiff's SBE-Assessed property—instead of the average 1.099000 percent average tax rate applied to locally assessed property taxes—resulted in the collection of unitary property taxes in excess of those allowed by law.

17. Plaintiff contends that Defendant County abused its discretion when it applied a unitary property tax rate to Plaintiff's SBE-assessed unitary gas company property in excess of the average property tax rate applied to locally assessed property in Colusa County.

THE CLAIM FOR REFUND

18. Plaintiff timely filed its Claim with the Defendant County pursuant to *Revenue and Taxation Code* section 5097 on or about March 22, 2023, and a revised Claim on March 23, 2023. Those Claims disputed the unitary property tax rate applied by the Defendant County to the Plaintiff's SBE-assessed unitary property values. Copies of the Claim and Revised Claim are attached hereto marked as Exhibit "A" and made a part hereof.

19. Among other issues identified by the Claim, Plaintiff stated that:

Claimant is entitled to a refund of a portion of said taxes in the amount of \$36,668.85, plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:

a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of COLUSA

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WHITTIER, CA 90602-1797
(562) 698-9771

County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

(Exhibit "A," the Claim form, page 1.)

20. The Defendant County denied that Claim on May 23, 2023. (See, NOTICE OF REJECTION OF CLAIM FOR REFUND OF PROPERTY TAXES (the "Denial"), a true and correct copy of which is attached hereto and marked as Exhibit "B" and made a part hereof.)

21. The Defendant County abused its discretion when it erroneously denied the Plaintiff's Claim.

22. The Defendant County erred and/or abused its discretion because the unitary property tax rates applied to Plaintiff's SBE-assessed unitary property are unsupported by the Administrative Record, are excessive, arbitrary, illegal, void, in excess of discretion and/or violate the standards prescribed by law.

23. By timely filing its refund Claim under *Revenue and Taxation Code* section 5097, Plaintiff exhausted its administrative remedies.

FIRST CAUSE OF ACTION

RECOVERY OF TAXES AFTER REJECTION OF CLAIM FOR REFUND [REV. & TAX. CODE, § 5140]

24. WGS repeats, re-alleges and incorporates herein as though fully set forth, each and every allegation contained in paragraphs 1 through 23 set forth above.

25. Defendant Colusa County's denial of Plaintiff's Claim was unsupported by law; property taxes assessed, levied, collected for Plaintiff's unitary property located in Colusa County were and are excessive, arbitrary, illegal, void, in excess of discretion and/or violate the standards prescribed by law.

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13215 PENN STREET, SUITE 510
WHITTIER, CA 90602-1797
(562) 698-9771

26. Plaintiff has exhausted its administrative remedies by filing its Claim for Refund of Property Taxes, and has filed this action, all in a timely manner.

27. No refund of taxes from the assessments that Plaintiff challenges by this action, or any part thereof, has been made to Plaintiff and/or to anyone acting on its behalf.

28. There remains due and owing a refund of property tax to Plaintiff of approximately \$36,668.85 plus statutory interest.

29. As a result of the aforementioned errors, the County's decisions and actions in denying Plaintiff's Claim were arbitrary and capricious, entitling WGS to an award of reasonable attorney's fees under section 800 of the *Government Code*.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. That Wild Goose Storage, LLC receive judgment against Defendant Colusa County;
2. That the Court determine that the County Assessor, Auditor-Controller and/or the Treasurer-Tax Collector of Defendant County erred by applying the incorrect property tax rate to Plaintiff's SBE-assessed unitary property located in Colusa County;
3. That the Court remand this matter to the County with specific instructions to re-determine the amount of taxes due on the Subject Property using the correct property tax rate;
4. That the Court retain jurisdiction pending conclusion of the Defendant County's actions to render judgment for the amount of taxes paid on that portion of assessments found to be incorrect;
5. For interest on any such resulting property tax refunds as provided by law;
6. For attorney's fees pursuant to Section 800 of the *Government Code*; and,
7. For such other relief as the Court deems just and proper.

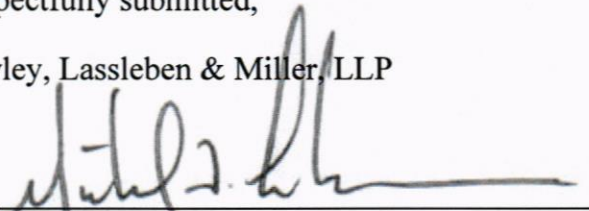
BEWLEY LASSLEBEN & MILLER LLP
13215 PENN STREET, SUITE 510
WHITTIER, CA 90602-1797
(562) 698-9771

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Dated: November 21, 2023

Respectfully submitted,

Bewley, Lassleben & Miller, LLP

By: 

Michael T. Lebeau

Benjamin K. Lee

Jospeh Vinatieri

Attorneys for the Plaintiff

Wild Goose Storage LLC,

a Delaware Limited Liability Company

VERIFICATION

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

I have read the foregoing VERIFIED COMPLAINT FOR REFUND OF
 PROPERTY TAXES and know its contents.

☐ I am a party to this action. The matters stated in the foregoing document are true of
 my own knowledge except as to those matters which are stated on information and belief,
 and as to those matters I believe them to be true.

☐ I, _____, am an authorized signatory for Wild Goose Storage, LLC, a party
 to this action, and am authorized to make this verification for and on its behalf, and I make
 this verification for that reason. ☐ I am informed and believe and, on that ground, allege
 that the matters stated in the foregoing document are true. ☐ The matters stated in the
 foregoing document are true of my own knowledge except as to those matters which are
 stated on information and belief, and as to those matters I believe them to be true.

☒ I am one of the attorneys for Wild Goose Storage LLC, a party to this action. Such
 party is absent from the county where such attorneys have their offices, and I make this
 verification for and on behalf of that party for that reason. I am informed and believe and,
 on that ground, allege that the matters stated in the foregoing document are true.

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

Executed on November 21, 2023, at Los Angeles, California.

Michael T. Lebeau

Type or print name

Signature

EXHIBIT A



100 Congress Avenue
Suite 1900
Austin, TX 78701
Tel. 512.476.0022
Fax 512.476.0033

www.ryan.com

Article #: 92148969009997901646893749

March 23, 2023

Board of Supervisors,
County of COLUSA, California
547 Market St, STE 102
Colusa, CA 95932

RE: CORRECTED CLAIM FOR REFUND OF PROPERTY TAXES – Wild Goose Storage LLC

Dear Board of Supervisors:

Attached please find a Corrected Claim for Refund of Property Taxes for Wild Goose Storage LLC. The previous Claim for Refund submitted on March 22, 2023 was based only on the second half payment of the fiscal year 2018-2019 tax bill of \$224,996.33. The Corrected Claim for Refund of Property Taxes is based on the total fiscal year 2018-2019 tax bill of \$449,992.66.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mr. Daniel", with a stylized flourish at the end.

Robert Daniel
Director
Ryan, LLC
100 Congress Ave, Ste 1900
Austin, TX 78701

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

CORRECTED CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of COLUSA, California
547 Market St, STE 102
Colusa, CA 95932

The undersigned as WILD GOOSE STORAGE LLC, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$36,668.85 in taxes levied for the fiscal year 2018/2019. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was WILD GOOSE STORAGE LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 2780 W Liberty Road, Gridley, California.
2. For fiscal year 2018/2019, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in COLUSA County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$449,992.66 (Exhibit 1) and paid by claimant timely (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$36,668.85, plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:
 - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of COLUSA County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
 - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: March 23, 2023 at 100 Congress Avenue, Suite 1900; Austin, TX

Name: Robert Daniel

Title: Director, Ryan LLC

Signature: 

EXHIBIT 1

wTBSA
2.4.003

COLUSA COUNTY 2018 - 2019 PROPERTY TAX BILL
Daniel A. Charter, Treasurer/Tax Collector
Colusa, Ca

10/15/2018
8:39:06AM

SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019

PROPERTY INFORMATION - TAX YEAR: 2018			IMPORTANT MESSAGES
ASMT NUMBER:	799-000-080-000	TAX RATE AREA: 000-001	Original bill date 10/12/2018
FEE NUMBER:	799-000-080-000	ACRES:	
LOCATION:	Map 0195 06 001 Par 01 RIGHT OF WAY 00001!		
ASSESSED OWNER:	WILD GOOSE STORAGE, LLC		
WILD GOOSE STORAGE, LLC 607-8TH AVENUE S.W., SUITE 400 CALGARY, ALBERTA CANADA, T2P 0A7			2018-2019

COUNTY VALUES, EXEMPTIONS AND TAXES				
PHONE #S	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 =	COUNTY TAXES
VALUATIONS (530) 458-0450	LAND	1,598,551		
TAX RATES (530) 458-0400				
EXEMPTIONS (530) 458-0450				
PAYMENTS (530) 458-0440	STRUCTURAL IMPROVEMENTS	36,010,531		
PERS PROP (530) 458-0450				
ADDR CHGS (530) 458-0450				
GEN INQUIRIES (530) 458-0440				
NET TAXABLE VALUE		37,609,082	1.000000	376,090.82

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS					
PHONE #S	CODE	DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 =	AGENCY TAXES
(530) 458-0416	00005	YCCD BOND A UNITARY DEBT	37,609,082	0.086447	32,511.92
(530) 458-0416	00006	YCCD BOND B UNITARY DEBT	37,609,082	0.045552	17,131.68
(530) 458-0416	00008	YCCD BOND C UNITARY DEBT	37,609,082	0.000305	114.70
(530) 458-7791	00009	COLUSA UNIFIED B&I UNITARY DEBT	37,609,082	0.016514	6,210.76
(530) 458-0416	00010	PIERCE UNIFIED B&I #3 UNITARY DEBT	37,609,082	0.010604	3,988.06
(530) 458-0416	00011	WILLIAMS UNIFIED B&I #1 UNITARY DEBT	37,609,082	0.009968	3,748.88
(530) 458-0416	00012	PIERCE UNIFIED B&I #4 UNITARY DEBT	37,609,082	0.014435	5,428.88
(530) 458-0416	00013	WILLIAMS UNIFIED SCHOOL B&I #2 UNITARY DEBT	37,609,082	0.003915	1,472.40
(530) 458-0416	00014	PRINCETON UNIFIED B&I UNITARY DEBT	37,609,082	0.001273	478.76
(530) 458-0416	00015	YCCD BOND D UNITARY DEBT	37,609,082	0.007487	2,815.80

1ST INSTALLMENT \$224,996.33 DELINQUENT AFTER 12/10/2018	2ND INSTALLMENT \$224,996.33 DELINQUENT AFTER 04/10/2019	73,901.84
TOTAL TAXES \$449,992.66		

COLUSA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB		
ASMT NUMBER:	799-000-080-000	MAKE CHECK PAYABLE TO:
FEE NUMBER:	799-000-080-000	Colusa County Tax Collector
LOCATION:	Map 0195 06 001 Par 01 RIGHT OF WAY 00001598	547 Market St. Suite 111
CURRENT OWNER:	WILD GOOSE STORAGE, LLC	Colusa, Ca 95932
	607-8TH AVENUE S.W., SUITE 400	
	CALGARY, ALBERTA	
	CANADA, T2P 0A7	
2018-2019 2ND		
IF PAID BY 04/10/2019		\$224,996.33
DELINQUENT AFTER 04/10/2019 (INCLUDES 10% PENALTY OF \$22,499.63 AND \$20.00 COST)		\$247,515.96

COLUSA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB		
ASMT NUMBER:	799-000-080-000	MAKE CHECK PAYABLE TO:
FEE NUMBER:	799-000-080-000	Colusa County Tax Collector
LOCATION:	Map 0195 06 001 Par 01 RIGHT OF WAY 00001598	547 Market St. Suite 111
CURRENT OWNER:	WILD GOOSE STORAGE, LLC	Colusa, Ca 95932
	607-8TH AVENUE S.W., SUITE 400	
	CALGARY, ALBERTA	
	CANADA, T2P 0A7	
2018-2019 1ST		
IF PAID BY 12/10/2018		\$224,996.33
DELINQUENT AFTER 12/10/2018 (INCLUDES 10% PENALTY OF \$22,499.63)		\$247,495.96
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2018		\$449,992.66

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

EXHIBIT 2



Rockpoint Gas StoragePartners, LP
 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

DATE
 28 Nov 2018

CHEQUE NUMBER
 00001484

VENDOR Colusa County Tax Collector		VENDOR NUMBER 1404224	
INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
799-000-080-000 111418	14 Nov 2018	ASMT #: 799-000-080-000 1st Installment	\$224,996.33
TOTAL			\$****224,996.33



**Rockpoint Gas Storage
 Partners, LP**
 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7
 ASMT #: 799-000-080-000

PAYABLE THROUGH THE BANK OF NOVA SCOTIA 1 LIBERTY PLAZA NEW YORK NY 10006

Bank of Nova Scotia
 1 Liberty Plaza
 New York, NY
 USA, 10006

Branch A/C No: 88721-12 Transit 12989

1 - 253 / 260
 CHEQUE NUMBER 00001484

DATE 28112018
 D D M M Y Y Y Y

U.S. DOLLARS
 PAY EXACTLY

***** Two Hundred Twenty Four Thousand Nine Hundred Ninety Six U.S. Dollars
 and 33/100

\$****224,996.33

PAY
 TO
 THE
 ORDER
 OF

Colusa County Tax Collector
 547 Market St. Suite 111
 Colusa, CA
 USA, 95932

Rockpoint Gas StoragePartners, LP
 U.S. DOLLARS

PER

AUTHORIZED SIGNING OFFICER

PER

AUTHORIZED SIGNING OFFICER

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • INVISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD XXX • SECURITY MICROPRINTING • TRUE WATERMARK

00001484 026002532 88721112

0022499633

348211

PRINTER ID# 1010-B

348211

Endorsement - Signature or Stamp

BACK/ENDOS

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)



Rockpoint Gas StoragePartners, LP
 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

DATE
 14 Mar 2019

CHEQUE NUMBER
 00002098

VENDOR Colusa County Tax Collector		VENDOR NUMBER 1404224	
INVOICE NUMBER	INVOICE DATE	REFERENCE	NET AMOUNT
Colusa021519	15 Feb 2019	2nd installment for property tax 2018-	\$224,996.33
TOTAL			\$****224,996.33



**Rockpoint Gas Storage
 Partners, LP**
 400 - 607 8th Avenue S.W.
 Calgary, AB
 Canada, T2P 0A7

PAYABLE THROUGH THE BANK OF NOVA SCOTIA 1 LIBERTY PLAZA NEW YORK NY 10006
 Bank of Nova Scotia
 1 Liberty Plaza
 New York, NY
 USA, 10006
 Branch A/C No: 88721-12 Transit 12589

1 - 253 / 260
 CHEQUE NUMBER 00002098

DATE 14032019
 D D M M Y Y Y Y

U.S. DOLLARS
 PAY EXACTLY

***** Two Hundred Twenty Four Thousand Nine Hundred Ninety Six U.S. Dollars
 and 33/100

\$****224,996.33

PAY
 TO
 THE
 ORDER
 OF

Colusa County Tax Collector
 547 Market St. Suite 111
 Colusa, CA
 USA, 95932

Rockpoint Gas StoragePartners, LP
 U.S. DOLLARS

PER

AUTHORIZED SIGNING OFFICER

PER

AUTHORIZED SIGNING OFFICER

THIS DOCUMENT CONTAINS A GRADIENT COLOUR BACKGROUND • INVISIBLE FLUORESCENT PATTERN UNDER CONVENIENCE FIELD XXX • SECURITY MICROPRINTING • TRUE WATERMARK

00002098 0260025321 8872111121

0022499633

EXHIBIT B

COLUSA

COUNTY

Office of
Robert Zunino
 County Auditor-Controller

Andrea Navarro
 Asst. Auditor-Controller



AUDITOR - CONTROLLER

546 Jay Street, Suite #202
 Colusa, CA 95932

Phone: 530-458-0400
 Fax: 530-458-0402

May 23, 2023

Ryan LLC
 Attn: Robert Daniel
 100 Congress Avenue
 Suite 1900
 Austin, TX 78701

RECEIVED MAY 31 2023

Re: Notice of Rejection of Claim for Refund of Property Taxes levied for fiscal year 2018-19

Dear Robert:

On March 27, 2023 the Clerk of the Board of Supervisors received a Claim for Refund on behalf of Wild Goose Storage LLC. Notice is hereby given that the above-referenced claim was rejected by the County of Colusa Board of Supervisors at its meeting held on May 23, 2023.

Given that the unitary and operating nonunitary rate is a statutorily set tax rate, our County is legally obligated to apply it pursuant to Revenue and Taxation Code §100(b). As you may be aware, the California Court of Appeal recently found, in County of Santa Clara v. Superior Court (2023) 87 Cal.App.5th 347, that §100(b) does not violate Article XIII, section 19 of the California Constitution and is not contrary to the holding in ITT World Communications, Inc. v. City and County of San Francisco (1985) 37 Cal.3d 859.

California Revenue and Taxation Code §5141(a), states: An action brought under this article, except an action brought under Revenue and Taxation Code §5148, shall be commenced within six months from and after the date that the board of supervisors or city council rejects a claim for refund in whole or in part.

Please let us know if you have any questions.

Sincerely,

Brittany Wheeler
 Accountant-Auditor III
 Colusa County

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Michael T. Lebeau, SBN: 221587
 BEWLEY, LASSLEBEN & MILLER, LLP, 13215 Penn St, Ste 510, Whittier, CA 90602

TELEPHONE NO.: (562) 698-9771

FAX NO. (Optional):

E-MAIL ADDRESS: mike@bewleylaw.com

ATTORNEY FOR (Name): Plaintiff WILD GOOSE STORAGE, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

STREET ADDRESS: 532 Oak St.

MAILING ADDRESS: Same

CITY AND ZIP CODE: Colusa, CA 95932

BRANCH NAME: Courthouse Annex

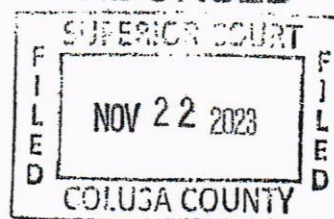
CASE NAME:

WILD GOOSE STORAGE, LLC v. COLUSA COUNTY, et al.

COPY

FOR COURT USE ONLY

ENDORSED



CIVIL CASE COVER SHEET

☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CV 24718

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)
 Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)

Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☒ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): One (1)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-010.)

Date: November 21, 2023

Michael T. Lebeau

(TYPE OR PRINT NAME)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition



Superior Court of California County of Colusa

JEFFREY A. THOMPSON
PRESIDING JUDGE

532 Oak Street
Colusa, CA 95932

ERIKA F. VALENCIA
COURT EXECUTIVE OFFICER
CLERK OF THE COURT
JURY COMMISSIONER

ELIZABETH UFKES OLIVERA
ASSISTANT PRESIDING JUDGE

PHONE: 530-458-5149
FAX: 530-458-2230

Standing Case Management Order Packet Information & Action Codes

1. Upon filing a new unlimited civil complaint and/or petition please provide a copy(s) of the Standing Case Management Order Packet.
 - The Plaintiff is required to serve a copy of the packet on all Defendants/Cross-Defendants at the time of serving the complaint/cross-complaint.
 - The packet includes the 5 page standing order, Request for Pretrial Discovery Conference (filed by moving party), and Answer to Request for Pretrial Discovery Conference (filed by other party).
2. File the Request using the action codes below. Any opposition shall be filed with the court 3 court days upon receipt of the Request.
 - The Request and Answer must include a proof of service to be filed.
3. File the Answer using the actions codes below.
4. Submit both the Request and Answer to Judge Thompson with the Order on Request for Pretrial Discovery Conference. The Order is a Word document that will require the case information to be filled in by the clerk. The Order can be found on the Shared drive: Shared, Courtforms, Civil, Order-Request for Pretrial Discovery Conference. File in the Order using the codes below once it's signed by Judge and schedule accordingly.
5. Notify counsel of Court's Order

Action Codes:

- 40A: STANDING CASE MANAGEMENT ORDER FOR CASES
ASSIGNED TO JAT PROVIDED TO:
- 40B: REQUEST FOR PRETRIAL DISCOVERY CONFERENCE FILED
BY:
- 40C: ANSWER TO REQUEST FOR PRETRIAL DISCOVERY
CONFERENCE FILED BY:
- 40D: ORDER ON REQUEST FOR PRETRIAL DISCOVERY
CONFERENCE FILED

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF COLUSA
Department 1**

**STANDING CASE MANAGEMENT ORDER
FOR CASES ASSIGNED TO THE HON. JEFFREY A. THOMPSON**

INSTRUCTIONS TO PLAINTIFF(S)/CROSS-COMPLAINANT(S):

YOU must serve a copy of this Standing Case Management Order on all Defendants/Cross-Defendants at the same time the complaint/cross-complaint is served.

I. GENERAL MATTERS

A. It is the Court's policy to provide a dignified forum in which to resolve disputes in a peaceful, professional, legally correct and expeditious manner. All of the following rules are designed to achieve these goals. It is not the Court's intention to prohibit a party from raising any issue by any means allowed by Rule of Court, Code or statute. If any of the rules or procedures discussed herein creates a problem, counsel should raise the matter with the Court at the earliest opportunity after the parties have appeared.

B. Unless otherwise ordered, telephonic or electronic communication with the courtroom clerk is permissible for routine communications having to do with scheduling, stipulated continuances, and/or joint requests. Substantive arguments are not permitted unless approved in advance by the Court. In any correspondence with the clerk, opposing counsel should be copied in order to avoid ex-parte communications. The clerk's email address is: clerk@colusa.courts.ca.gov.

C. Counsel should silence all audible telephones and pagers and instruct their clients and witnesses to do so. Communication devices worn on the head are not permitted in the courtroom.

II. CASE MANAGEMENT CONFERENCES ("CMC")

A. Unless otherwise specifically ordered, CMC Statements are required five court days in advance. The Court expects that counsel will be prepared to discuss the current status of the case, discovery, amenability to mediation, and any unusual factual, legal or evidentiary issues that may need resolution. Counsel who fail to appear will typically be set for an OSC hearing why sanctions should not be issued. The initial amount is ordinarily \$150.00.

B. Early mediation is strongly encouraged.

C. It is the Court's policy to resolve discovery disputes informally and efficiently. Accordingly, the Court has instituted special procedures for the resolution of discovery disputes through Pretrial Discovery Conferences, which can be scheduled on forms that are available from the clerk's office. Filing a request for a Pretrial Discovery Conference tolls the time for filing a motion to compel discovery on the disputed issues.

III. MEDIATION

A. The parties are strongly encouraged to engage in early, meaningful private mediation with a mediator of their choosing. Mediation will ordinarily take place within 90-120 days of all parties' appearance, but a longer time may be allowed.

B. Parties who select private mediation should comply with the mediator's instructions regarding briefing and payment of fees, which ordinarily should be divided equally.

C. A worthwhile mediation process means that parties, attorneys and any other person whose consent or authority is required to achieve a final disposition of the dispute should be present, as well as a representative of any insurer who has authority to settle the case for any amount up to the limits of the policy.

D. Plaintiff should file a one-page Notice of Mediation with the clerk's office notifying the Court of the date of the mediation and name of the mediator.

IV. LAW AND MOTION MATTERS

A. When parties agree to have a matter taken off calendar, counsel should promptly notify both the courtroom clerk by phone and email. This is important in order to avoid unnecessary commitment of judicial resources to moot matters.

B. The parties must "preview" complicated law and motions matters with the Court at CMCs. This procedure will obviate or narrow the scope of summary judgment motions and other matters that depend heavily on controverted facts, and it will save time and effort of all involved.

C. Resolution of Discovery Disputes

1. No motion under Section 2016.010 through 2036.050, inclusive, of the California Code of Civil Procedure shall be heard unless the moving party has first requested an informal Pretrial Discovery Conference with the Court and such request for a Conference has either been denied or the discovery dispute has not been resolved as a consequence of such a Conference.

a. Any request for a Pretrial Discovery Conference must be filed with the clerk's office on the approved form, must be no longer than two pages, must include a brief summary of the dispute, and must be served on opposing counsel when filed with the clerk.

b. Any opposition to a request for a Pretrial Discovery Conference must be filed on the approved form, must be no longer than two pages, must include a brief summary of why the requested discovery should be denied, must be filed within two (2) business days of receipt of the request, and must be served on opposing counsel when filed with the clerk.

c. Any pleadings that exceed two pages, and other pleadings, including but not limited to exhibits, declarations, or attachments, will be stricken.

d. The clerk will send out notice whether the request has been granted or denied and, if granted, the date and time of the Pretrial Discovery Conference. Personal attendance at the Pretrial Discovery Conference is required. Telephonic appearances are not allowed unless approved in advance by the Court.

e. Filing a request for a Pretrial Discovery Conference tolls the time for filing a motion to compel discovery on the disputed issues.

2. Where privilege is a basis for refusal to produce documents, privilege logs are strongly encouraged. The information should include a description of all sending and receiving entities, as well as details of the information sufficient to apprise the opposing party of the reason for the privilege classification.

V. TRIAL READINESS PROCEDURES

A. Disagreements over jury instructions and the form of the verdict can consume valuable trial time and keep the jury waiting. At least one week prior to the readiness conference, counsel must meet and confer (preferably in person but in all other cases over the phone) with respect to jury instructions, a special verdict form, and time estimates for each witness.

1. Following the meet and confer process, the following documents should be emailed to the clerk no later than two days prior to the readiness conference:

a. One set of jury instructions, in Word format, using the headings, subheadings and

organizational format found in CACI. (Disagreements as to particular instructions can be highlighted by color coding or using different fonts):

b. One special verdict form, in Word format, using the correct caption and organizational format per CACI (Disagreements as to wording or other matters can be highlighted by color coding or using different fonts); and,

c. Time estimates for each witness, in Word format, showing the expected time for direct examination and cross examination.

B. The readiness conference is typically scheduled several weeks prior to trial. Trial counsel must be *personally present* at the readiness conference and be prepared to discuss the following topics:

1. The length of trial may be recalculated from the time estimate given at the CMC using time estimates for the expected witnesses, jury selection, disputed jury instructions, opening statements, and closing arguments. Time limits for all phases of the case are typically established and enforced.

2. Number, timing and availability of witnesses. Judge Thompson expects that counsel will provide accurate time estimates for the direct examination of each witness, as well as cross-examination time for each opposing witness. A jury trial will usually be in session from Tuesday at 10:30 a.m. through 4:30 p.m. and then continuing Wednesday through Friday from 9:00 to 4:30 p.m.

a. Counsel have responsibility for arranging the appearance of all witnesses during their presentation of the case so as to eliminate delays. Counsel should confer among themselves as to when witnesses will be needed at least 24-48 hours in advance of a witness' testimony.

b. Counsel are to inquire of their clients and witnesses to determine whether they are in need of any type of accommodation with an interpreter, under the Americans with Disabilities Act, or any other type of assistance.

3. Numbering and exchange of exhibits. The parties are encouraged to agree upon a reasonable exhibit numbering system using the format P001 forward (for plaintiff) and D001 forward (for defendant). The specific arrangements for numbering, marking, exchanging and copying exhibits will be discussed in detail.

4. Voir dire procedures, including mini-opening statements and pre-instructions, and hardship and jury questionnaires. Counsel should attempt to agree upon a brief neutral statement of the case to be read to the prospective jury panel.

5. Stipulations to reduce the length of trial. Counsel should consult with each other regarding all possible stipulations and reduce them to writing. In particular, counsel should consider waiving the necessity for authentication/foundational evidence regarding all trial exhibits, unless authentication is an important issue.

6. Motions in limine. Prior to filing motions in limine, counsel should confer with the objective of reaching agreement on as many such motions as possible. Counsel should review *Kelly v. New West Federal Savings* (1996) 49 Cal.App.4th 659, 669-677, and its progeny. Counsel should advise their clients and witnesses about rulings on motions in limine that pertain to evidentiary issues. Counsel will be held responsible for any violations of rulings on motions in limine.

VI. TRIAL

A. The Court will typically hear organizational and scheduling matters, procedural issues and *in limine* motions at the beginning of trial, including any matters left over or continued from the readiness conference.

1. Originals of all depositions to be used in the trial are to be lodged with the Clerk at this time. At the end of the trial, these depositions can be picked up from the Clerk.
2. Jury instructions and verdict forms should be submitted.

B. Jury Selection Procedures

1. The entire panel is screened for hardship in the Jury Commissioner's office questionnaire.
2. Jury selection ordinarily begins at 1:00 p.m. the first day of trial.
3. A short statement of the case is read and pre-instruction of the venire occurs at this time.
4. Mini opening statements of no more than 3 minutes per side are encouraged prior to jury selection.
5. Eighteen names are then drawn at random, and voir dire is conducted. Unless otherwise ordered, a time limit of thirty minutes per side for 18 prospective jurors will apply.
6. Challenges for cause are exercised and ruled upon at sidebar. Upon request, counsel will be given the opportunity to make a record of any unreported sidebar conference once the jury is not present.
7. At least two alternate jurors are typically selected. If it becomes necessary to substitute an alternate juror, the first alternate chosen will be the first substitute.

C. Trial Procedures

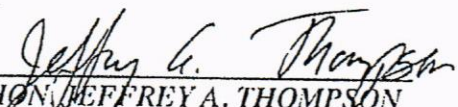
1. No charts, diagrams or other exhibits should be shown or read aloud to the jury unless by stipulation or after admission of the item into evidence.
2. Counsel should provide hard copies of any power point presentations, audio or video recordings and the like to opposing counsel in advance of showing them to the jury
3. If counsel will seek to introduce an audio recording (or audio portion of a video recording), please review California Rule of Court 2.1040.
4. Any object that cannot be folded into 8½" x 11" such as models, blowups, etc. should be accompanied by either a photograph or a photocopy to be retained by the Court in lieu of the oversized exhibit.

5. When objections are made, counsel should state only the legal basis, without speaking objections.
6. Counsel are admonished to approach side bar and seek leave of Court prior to examining a witness on any subject that, while relevant, may also be potentially inflammatory or inherently prejudicial.
7. Sidebar conferences are normally held off the record. Counsel may make a record of any unreported sidebar conference at an appropriate opportunity in the proceedings. During trial, if counsel wish to place matters on the record, he or she may so request and the Court will provide an opportunity to do so, ordinarily at the end of the trial day once the jury has been excused.

VII. POST-TRIAL PROCEDURES

1. After the verdict is rendered by the jury, the prevailing party is expected to prepare the judgment, which should be submitted on the next Court day following trial unless otherwise ordered for good cause.
2. A stipulation should be drafted for the retention of exhibits by counsel during the pendency of any appeal. The stipulation should release the exhibits to the party that propounded the exhibit and the exhibits should be retained and maintained by counsel's respective offices pending final determination of the action, including time for post-trial motions and appeal. Once the final determination is reached, the stipulation should allow for the disposal of the exhibits by the parties as they see fit, unless otherwise ordered.

DATED: January 2019


HON. JEFFREY A. THOMPSON
Judge of the Superior Court
County of Colusa

(Name, State Bar number, and address).

TELEPHONE NO.: FAX NO.:

E-MAIL ADDRESS:

ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

MAILING ADDRESS: 532 Oak Street

CITY AND ZIP CODE: Colusa, CA 95932

PLAINTIFF:

DEFENDANT:

REQUEST FOR PRETRIAL DISCOVERY CONFERENCE

CASE NUMBER:

Briefly describe the nature of the discovery dispute, including the fact and legal arguments at issue:

This request must be served on opposing counsel in the same manner as the request is filed with the clerk. Any opposition must be filed within 3 court days of receipt of request and served on opposing counsel in the same manner as the opposition is filed with the clerk. (The content of this document must be limited to this 2 page form and must be prepared in 12 point type.)

CASE NUMBER

This request must be served on opposing counsel in the same manner as the request is filed with the clerk. Any opposition must be filed within 3 court days of receipt of request and served on opposing counsel in the same manner as the opposition is filed with the clerk. (The content of this document must be limited to this 2 page form and must be prepared in 12 point type.)

(Name, State Bar number, and address).

TELEPHONE NO.:

FAX NO.:

E-MAIL ADDRESS:

ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

MAILING ADDRESS: 532 Oak Street

CITY AND ZIP CODE: Colusa, CA 95932

PLAINTIFF:

DEFENDANT:

ANSWER TO REQUEST FOR PRETRIAL
DISCOVERY CONFERENCE

CASE NUMBER:

Briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue:

This request must be served on opposing counsel in the same manner as the request is filed with the clerk. Any opposition must be filed within 3 court days of receipt of request and served on opposing counsel in the same manner as the opposition is filed with the clerk. (The content of this document must be limited to this 2 page form and must be prepared in 12 point type.)

CASE NAME:

CASE NUMBER:

This request must be served on opposing counsel in the same manner as the request is filed with the clerk. Any opposition must be filed within 3 court days of receipt of request and served on opposing counsel in the same manner as the opposition is filed with the clerk. (The content of this document must be limited to this 2 page form and must be prepared in 12 point type.)

ANSWER TO REQUEST FOR PRETRIAL DISCOVERY CONFERENCE

Effective 1-01-2019

Page 2 of 2

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Michael T. Lebeau FIRM NAME: BEWLEY, LASSLEBEN & MILLER, LLP STREET ADDRESS: 13215 Penn Street, Suite 510 CITY: Whittier STATE: CA ZIP CODE: 90602 TELEPHONE NO.: (562) 698-9771 FAX NO: EMAIL ADDRESS: mikel@bewleylaw.com ATTORNEY FOR (name): Plaintiff Wild Goose Storage, LLC	FOR COURT USE ONLY ENDORSED SUPERIOR COURT MAY 13 2024 COLUSA COUNTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA STREET ADDRESS: 532 Oak St. MAILING ADDRESS: Same CITY AND ZIP CODE: Colusa, CA 94932 BRANCH NAME: Courthouse Annex	
PLAINTIFF/PETITIONER: Wild Goose Storage, LLC DEFENDANT/RESPONDENT: Colusa County, et al.	
CASE MANAGEMENT STATEMENT (Check one): ☒ UNLIMITED CASE (Amount demanded exceeds \$35,000) ☐ LIMITED CASE (Amount demanded is \$35,000 or less)	
CASE NUMBER CV24718	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: May 28, 2024 Time: 9:00 a.m. Dept.: One Div.: Room: Address of court (if different from the address above): ☒ Notice of Intent to Appear by Telephone, by (name): Michael T. Lebeau or Benjamin K. Lee	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
 - a. ☒ This statement is submitted by party (name): Wild Goose Storage, LLC
 - b. ☐ This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
 - a. The complaint was filed on (date): November 22, 2023
 - b. ☐ The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☒ The following parties named in the complaint or cross-complaint
 - (1) ☒ have not been served (specify names and explain why not):
Colusa County;
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
 - a. Type of case in ☒ complaint ☐ cross-complaint (Describe, including causes of action):
Verified complaint for refund of property taxes

By Fax

CM-110

PLAINTIFF/PETITIONER: Wild Goose Storage, LLC
 DEFENDANT/RESPONDENT: Colusa County, et al.

CASE NUMBER:
 CV24718

4. b. Provide a brief statement of the case, including any damages (*if personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings; if equitable relief is sought, describe the nature of the relief*):
 Utility company property tax refund action arising from application of property tax rate to Plaintiff's state-assessed property in excess of those tax rates applied to locally assessed property in violation of law. Plaintiff requests refund of excess property taxes paid to Colusa County Treasurer/Tax Collector.

☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request ☐ a jury trial ☒ a nonjury trial. (*If more than one party, provide the name of each party requesting a jury trial*):

6. **Trial date**

- a. ☐ The trial has been set for (date):
 b. ☒ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (*if not, explain*):
 No, complaint is a place holder pending the outcome of other litigation. Plaintiff will request tolling agreement.
 c. Dates on which parties or attorneys will not be available for trial (*specify dates and explain reasons for unavailability*):

7. **Estimated length of trial**

The party or parties estimate that the trial will take (*check one*)

- a. ☒ days (*specify number*): One
 b. ☐ hours (*short causes*) (*specify*):

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☒ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number:
 e. Email address:
 f. Fax number:
 g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☒ This case is entitled to preference (*specify code section*): Rev. & Tax. Code Section 5149.

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.
 (1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
 (2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
 b. **Referral to judicial arbitration or civil action mediation (if available).**
 (1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
 (2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
 (3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (*specify exemption*):

CM-110

PLAINTIFF/PETITIONER: Wild Goose Storage, LLC DEFENDANT/RESPONDENT: Colusa County, et al.	CASE NUMBER: CV24718
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10. c. In the table below, indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	☒	☒ Mediation session not yet scheduled ☐ Mediation session scheduled for (date): ☐ Agreed to complete mediation by (date): ☐ Mediation completed on (date):
(2) Settlement conference	☒	☒ Settlement conference not yet scheduled ☐ Settlement conference scheduled for (date): ☐ Agreed to complete settlement conference by (date): ☐ Settlement conference completed on (date):
(3) Neutral evaluation	☐	☐ Neutral evaluation not yet scheduled ☐ Neutral evaluation scheduled for (date): ☐ Agreed to complete neutral evaluation by (date): ☐ Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	☐	☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for (date): ☐ Agreed to complete judicial arbitration by (date): ☐ Judicial arbitration completed on (date):
(5) Binding private arbitration	☐	☐ Private arbitration not yet scheduled ☐ Private arbitration scheduled for (date): ☐ Agreed to complete private arbitration by (date): ☐ Private arbitration completed on (date):
(6) Other (<i>specify</i>):	☐	☐ ADR session not yet scheduled ☐ ADR session scheduled for (date): ☐ Agreed to complete ADR session by (date): ☐ ADR completed on (date):

Attachment: 10-29-24 Wild Goose Storage, LLC (10178 : Closed Session - Existing Litigation)

CM-110

PLAINTIFF/PETITIONER: Wild Goose Storage, LLC
 DEFENDANT/RESPONDENT: Colusa County, et al.

CASE NUMBER:
 CV24718

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☒ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Plaintiffs	Request for Admissions	Per Code
Plaintiffs	Form Interrogatories	Per Code
Plaintiffs	Depositions	Per Code

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER: Wild Goose Storage, LLC
 DEFENDANT/RESPONDENT: Colusa County, et al.

CASE NUMBER:
 CV24718

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$35,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- ☒ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):
 Although a "trial" is held in property tax refund action, the proceedings are most often handled in a manner similar to a motion hearing. Typically the parties will stipulate to a briefing schedule and, at the Court's discretion, oral arguments will be held. Once a decision has been reached, Plaintiff requests that the Court issue a Statement of Decision.

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

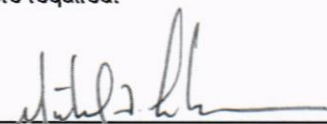
20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: May 10, 2024

Michael T. Lebeau

(TYPE OR PRINT NAME)

▶ 
 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

1 Michael T. Lebeau (SBN 221587)
 2 Joseph A. Vinatieri (SBN 79565)
 3 Benjamin K. Lee (SBE 325729)
 4 BEWLEY LASSLEBEN & MILLER LLP
 5 13215 Penn Street, Suite 510
 6 Whittier, CA 90602-1797
 7 Telephone: (562) 907-2037
 8 Facsimile: (562) 696-6357

9 Attorneys for Plaintiff,
 10 Wild Goose Storage, LLC

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
 COLUSA COUNTY

WILD GOOSE STORAGE, LLC,
 a Delaware Limited Liability Company

Plaintiff,

vs.

COLUSA COUNTY;
 and DOES 1 through 10, inclusive,
 Defendants.

Case No. CV24718

**NOTICE OF FURTHER STATUS
 CONFERENCE**

Date: November 12, 2024
 Time: 9:00 a.m.
 Dept: One

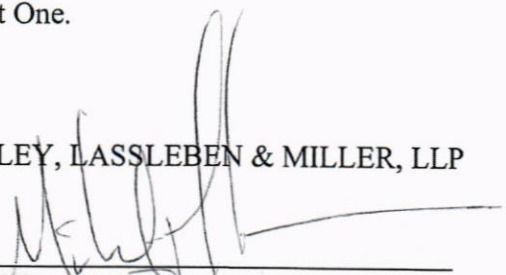
TO ALL PARTIES AND THEIR ATTORNEYS:

PLEASE TAKE NOTICE that the Court has scheduled a Further Status Conference in this
 action for November 12, 2024, at 9:00 a.m., in Department One.

Plaintiff ordered to give notice.

Dated: October 24, 2024

BEWLEY, LASSLEBEN & MILLER, LLP

By: 

Michael T. Lebeau
 Joseph A. Vinatieri
 Benjamin K. Lee
 Attorney for the Plaintiff,
 Wild Goose Storage, LLC



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

The Board will interview candidates for Community Development Director.

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION Initiation of litigation pursuant to paragraph (4) of
subdivision (d) of Section 54956.9: (1 case)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Adoption of a Zoning Code Text Amendment (PD 24-28) for Telecommunications Facilities in Industrial Zones

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

Detailed Description/Background of request

The current Zoning Code's regulations have the same setback requirements for "Telecommunications Facilities" as other structures throughout the County's various zoning districts. Cell towers are part of a Telecommunication Facility and are typically constructed at the maximum height allowed by the applicable zoning district. With the exception of the industrial zoning districts, all other zoning districts require either a Minor Use Permit or Major Use Permit for telecommunication facilities. The use permit process allows for discretionary review of telecommunication facilities thereby allowing potential land use compatibility issues or negative impacts to the surrounding community to be identified and mitigated. For example, the cell tower component of a telecommunication facility is often constructed at the maximum height allowed by the underlying zoning district. In industrial zoning districts, there is no discretionary review and cell towers of up to 200 feet high can be sited at a minimum setback of 0 feet from a side property line with no discretionary review. This issue was recently highlighted due to the submittal of a building permit to construct a cell tower on a parcel between I-5 and Old Highway 99, which in staff's opinion has the potential to create a negative visual impact.

ANALYSIS

In the adoption of the 2014 Zoning Code, height issues and potential visual impacts of telecommunication facilities (cell towers) were not directly considered. With the exception of industrial zoning districts, the County's other zoning districts require a discretionary use permit for telecommunications facilities and through the use permit process potential impacts can be addressed. However, as previously stated, telecommunications facilities are a permitted use in the industrial zone districts, which does not afford any discretionary review.

Other neighboring jurisdictions have adopted zoning requirements that contain greater setbacks and other design standards and permit processes for telecommunications facilities. Lake County for example requires that telecommunication facilities undergo a discretionary review to ensure that they are sited in the least visually obtrusive location on the property and, if visible from adjacent residences or public viewpoints, include design features to minimize their appearance and visually blend with the surroundings. Yuba County has a number of specific requirements including requiring a major conditional use permit for all new non-camouflaged cell towers. Sutter and Butte counties require that a cell tower be setback from property lines by at least the same distance as their height.

As proposed, any new telecommunication facilities in industrial zoning districts would be required to be set back from public rights-of-way at least the same distance as the height of the tallest component (which would be the cell tower). Staff limited this new setback requirement to the industrial zoning districts because telecommunication facilities in all other zoning districts require discretionary review and public notice, which allows for a review process to address negative impacts, including visual impacts. Staff believes that this setback requirement on industrial properties is not overly intrusive to the construction of telecommunication facilities.

Planning Commission Recommendation

The Planning Commission held a Public Hearing on this item on September 4th, 2024. By a 5-0 vote, the Planning Commission concurred with Staff's assessment of the proposed zoning text amendment and voted to recommend approval of the Zoning Code Text Amendment to the Board of Supervisors. Attached is the Planning Commission's Staff Report and Commission Resolution #24-01 recommending approval of the Text Amendment (Attachments #2 and #3).

SUMMARY

The proposed text amendment would increase the setback requirements for cell towers in industrial zoning districts from public rights-of-way to address potential visual impacts. This text amendment only applies to the industrial zoning districts as the other zoning districts in the County have a discretionary review process that can address any potential impacts, including visual impacts. On industrial land away from public rights-of-way, the normal industrial development setback standards would apply. Staff believes that the proposed text amendment strikes a balance between addressing potential visual impacts that cell towers can have, and providing reasonable development standards.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

Obtain the necessary signatures, publish the ordinance as required, and forward an electronic signed copy to the Community Development Director.

ATTACHMENTS:

- Proposed Zoning Text Amendment Ordinance(DOCX)
- Attachment #1 - Resolution No. 24-010 Zoning Text Amendment PD-24-28 SIGNED (PDF)
- Attachment #2 - Planning Commission Staff Report For Zoning Text Amendment PD 24-28 (PDF)
- PROOF (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A ZONING TEXT AMENDMENT (24-28) ADDING ADDITIONAL SETBACK REQUIREMENTS FOR TELECOMMUNICATIONS FACILITIES IN THE INDUSTRIAL ZONING CLASSIFICATIONS AND FIND THAT THE PROPOSED TEXT AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The Board of Supervisors of the County of Colusa ordains as follows: SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act pursuant to Title 14, Division 6, Chapter 3, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.

SECTION 2.

TABLE 44-2.50-2: ALLOWED USES IN THE INDUSTRIAL ZONES is hereby amended with the addition of Footnote 1 to the Special Regulations column of the Telecommunications Facilities use as follows:

	M-1	M-2	RD	Special Regulations
Telecommunications Facilities	P	P	P	See Footnote 1

1. The minimum setback from any public right-of-way for all structures, equipment, fences, and all other components of a telecommunication facility shall equal or exceed one-foot of setback or fraction thereof for each one (1) foot of height or fraction thereof of the tallest component of the telecommunication facility. All other development standards shall apply.

SECTION 3.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 29th day of October 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Gary Evans, Chair
Board of Supervisors

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

RESOLUTION NO. 24-010

**A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION
RECOMMENDING THE BOARD OF SUPERVISORS ADOPT A ZONING TEXT
AMENDMENT (PD-24-28) TO AMEND SETBACK REQUIREMENT FOR
TELECOMMUNICATION FACILITIES IN INDUSTRIAL ZONING DISTRICTS AND
FIND THE PROPOSED TEXT AMENDMENT IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, Colusa County adopted an updated Zoning Ordinance in 2014 and the proposed text amendment would amend the setback requirements for Telecommunication Facilities in the Industrial Zoning Classifications;

WHEREAS, pursuant to California Government Code Section 65853 the Colusa County Planning Commission conducted a public hearing on proposed Zoning Code Text Amendment;

WHEREAS, following the public hearing the Planning Commission found based on the totality of the public record that based on Section 15061(b)(3) of the CEQA Guidelines, the project is not subject to CEQA, that proposed text amendment is consistent with the General Plan, and that the proposed text amendment would mitigate a potential visual impact from cell towers.

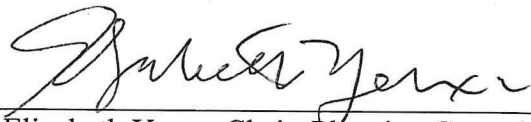
NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the County of Colusa finds, determines, and recommends to the Colusa County Board of Supervisors that the Board approve the proposed Zoning Text Amendment (PD-24-28) as detailed in (Exhibit "A") attached hereto and incorporated by reference.

PASSED AND ADOPTED by the Colusa County Planning Commission this 4th day of September, 2024, by the following vote:

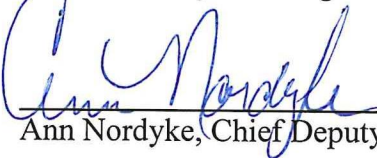
AYES: Commissioners Dave McCullough, Heath Krug, Gerry Nall, Kirk Pendleton and Elizabeth Yerxa.

NOES: None.

ABSENT: None.


Elizabeth Yerxa, Chair, Planning Commission

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


Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM


Jennifer Sutton, Sr. Deputy County Counsel

EXHIBIT "A"

TABLE 44-2.50-2: ALLOWED USES IN THE INDUSTRIAL ZONES is hereby amended with the addition of Footnote 1 to the Special Regulations column of the Telecommunications Facilities use as follows:

	M-1	M-2	RD	Special Regulations
Telecommunications Facilities	P	P	P	See Footnote 1

1. The minimum setback from any public right-of-way including County road easement for all structures, equipment, fences, and all other components of a telecommunication facility shall equal or exceed one-foot of setback or fraction thereof for each one (1) foot of height or fraction thereof of the tallest component of the telecommunication facility. All other development standards shall apply.



Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

DRAFT

PLANNING COMMISSION (ID # 10008)

Meeting: 09/04/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Alison Cunningham
Initiator: Alison Cunningham
Sponsors:
DOC ID: 10008

11.1.c

Detail

Applicant: COMMUNITY DEVELOPMENT DEPARTMENT
File: PD 24-28
General Plan: Industrial (I)
Zoning: Light Industrial (M-1), Heavy Industrial (M-2)

Formal Title / Summary

Industrial Zone Cell Tower Setback Zoning Code Text Amendment (PD #24-28)

Action Requested

Public Hearing and adoption of a Resolution recommending that the Board of Supervisors approve of a Zoning Code Text Amendment adding additional setback requirements for Telecommunication Facilities in the Industrial Zoning Classifications.

Detailed Description/Background of Request

The current Zoning Code implements the same setback requirements for "Telecommunication Facilities" as other structures throughout the County's various zoning districts. At issue is that cell towers are considered part of the definition of Telecommunication Facilities and are typically constructed at the maximum height allowed by various zoning districts. In all zoning districts, except for Industrial Zoning Districts, cell towers trigger either a Minor Use Permit or a Major Use Permit. The discretionary use permit processes allow a cell tower proposal to be reviewed for land use compatibility and negative impacts to the surrounding community. One such issue is potential visual impacts. During the use permit process, should a cell tower result in negative visual impacts, mitigation measures (such as increased setbacks) can be required to ensure land use compatibility with its surroundings.

In the Industrial Zoning Classifications (Light Industrial (M-1), Heavy Industrial (M-2), and Research and Development (RD)) Telecommunication Facilities (cell towers) are permitted out-right and not subject to any discretionary review process. At issue, depending on the location, the placement of a cell tower which is permitted as high as 200 feet could have a significant visual impact on the surrounding area. The proposed Zoning Text Amendment would apply an additional setback requirement from a public right-of-way to lessen the visual impact from cell towers from these rights-of-ways.

Analysis

The County's Zoning Code defines "Telecommunication Facilities" as an unstaffed

facility for the transmission and reception of electromagnetic signals. This definition includes cell towers. When the 2014 Zoning Code was adopted, height issues and potential visual impacts of cell towers were not directly considered. As mentioned earlier, in all Zoning Districts except for industrial zoning districts, Telecommunication Facilities require a discretionary use permit and through this use permit process potential visual impacts of a cell tower can be considered. However, in the industrial zoning classifications Telecommunication Facilities are a permitted use and the typical development standards that apply to other structures apply. In the M-1 and R-D districts, a 50-foot primary structure height and a 70-foot accessory structure height limit applies. In the M-2 district, a 100-foot primary structure height and a 200-foot accessory structure height applies.

Recently a building permit application was filed for a 150-foot cell tower on a parcel zoned M-2 located between I-5 and Old Highway 99 was submitted. Since this was considered a primary structure, the height of the cell tower was required to be lowered to 100 feet. The placement of the cell tower and ancillary equipment met the required 15-foot rear yard setback along I-5 at 26 feet and 30-foot front yard setback along Old Highway 99 at 41.8 feet. Although the setbacks met the industrial zoning code requirements, the placement, in staff's opinion, will create a negative visual impact given how close it will be to I-5 and Old Highway 99. Since Telecommunications Facilities are a permitted use, the structure is allowed.

Unlike many other jurisdictions, the Colusa County Zoning Code does not contain specific setbacks or other standards for Telecommunications Facilities. Lake County for example requires that Telecommunication Facilities undergo a discretionary review to ensure that they are sited in the least visually obtrusive location on the property and, if visible from adjacent residences or public viewpoints, include design features to minimize their appearance and visually blend with the surroundings. Yuba County has a number of specific requirements including requiring a major conditional use permit for all new non-camouflaged cell towers. Sutter and Butte counties require that a cell tower be setback from property lines by at least the same distance as their height.

The mentioned building permit application brought to light a potential issue with the County's current requirements for Telecommunication Facilities; in the industrial zoning classifications visual impacts common to cell towers are not addressed. Pursuant to Government Code Section 65964.1, the State Legislature has declared that wireless telecommunication facilities are a matter of statewide concern. However, the County is not restricted from implementing reasonable standards to proposed cell tower projects; while projects in permitted zoning districts cannot be outright denied, implementation of reasonable standards to ensure public safety and welfare falls within County discretion.

County staff has brought this issue to the Commission to consider implementing additional setback standards for cell towers in industrial zoning districts to minimize their potential impacts. As proposed, new Telecommunication Facilities would be required to be setback from public rights-of ways at least the same distance as the height of the cell tower in the industrial zoning districts. Staff focused on just the industrial zoning districts because Telecommunication Facilities in other zoning districts require discretionary review and public notice and this process would be used to address any potential issues, including views impacts. As proposed, the setbacks for cell towers on industrial properties away from public rights-of-way would be consistent with the standard industrial zoning setback requirements. During the Commission's review, the Commission could direct staff to consider other standards for cell towers should you have other issues associated with cell towers.

California Environmental Quality Act (CEQA): The project is subject to Section 15061(b)(3) of the CEQA Guidelines, in that CEQA applies only to projects which have the potential for causing a significant impact on the environment. As the project relates only to minor changes in the Zoning Code to increase setbacks which would lessen potential visual impacts, staff believes that it can be seen with certainty that there is no possibility the project will have a significant impact on the environment. The project is therefore not subject to CEQA.

Summary

Staff recommends that the Planning Commission consider this Zoning Text Amendment to require enhanced setbacks for Telecommunications Facilities within the County's industrial zoning districts, and recommend to the Board of Supervisor this zoning text amendment. This Amendment will mitigate potential negative visual impacts from cell towers in the industrial zoning districts when viewed from public rights-of-way.

**NOTICE OF PUBLIC HEARING
AND
ORDINANCE SUMMARY**

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on November 12th, 2024, at 9:30 a.m. or soon thereafter in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will conduct public hearings to consider the proposed Ordinances as follows:

**ORDINANCE SUMMARY ZONING TEXT AMENDMENT
(ZA #PD-24-28)**

The County of Colusa is proposing to adopt a Zoning Code Text Amendment adding additional setback requirements for Telecommunication Facilities in the Industrial Zoning District classifications. As proposed, new Telecommunication Facilities would be required to be setback from public rights-of ways at least the same distance as the height of the largest component of the telecommunication facility (typically the cell tower) in the industrial zoning districts. The proposed Zoning Text Amendment would lessen the visual impact from cell towers from these rights-of-ways.

**ORDINANCE SUMMARY ZONING TEXT AMENDMENT
(ZA #PD-24-33)**

The County of Colusa is proposing to adopt a Zoning Code Text Amendment to amend the use table for Religious Facilities and Institutions in the Residential Zoning Classifications, and to amend the definition. The proposed Zoning Text Amendment would amend the County Code to allow religious facilities and institutions in the Rural Residential (RR) and Residential Single-Family (R-1) Zoning Districts with a Minor Use Permit and the Residential Two-Family (R-2) Zoning District with a Major Use Permit. Additionally, the proposed text amendment would correct a spelling error in the definition and expand it to allow other ancillary functions that are directly related to the religious facility to be conducted.

The proposed Zoning Code text amendment is exempt from the California Environmental Quality Act pursuant to Title 14, Division 6, Chapter 3, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter please contact Greg Plucker, Community Development Director, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@countyofcolusaca.gov. If you would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.com. All persons are invited to attend and be heard.

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

Dated: October 22, 2024

____ ORIGINAL SIGNED ____
Tiffany Jorgensen, Deputy

11/01/2024 · CCPR

Attachment: PROOF (10007 : Zoning Text Amendment - Telecommunication Facilities)

**Request For County Board of Supervisors Action**

MEETING DATE: November 12, 2024

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Adoption of a Zoning Code Text Amendment (PD 24-33) for Religious Facilities in Residential Zones

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

Detailed Description/Background of request

Under the current Zoning Code, "Religious Facilities and Institutions" are allowed outright in all Commercial Zoning Districts, the Public Facilities, Rural Services, Light Industrial, and Research and Development Zoning Districts. "Religious Facilities and Institutions" are also allowed in the Upland Transition, Agricultural Transition, the Residential Multiple Family, and the Apartment Professional Zoning Districts with a Major Use Permit.

The proposed Zoning Text Amendment (ZA #PD-24-33) would amend the County Code to allow "Religious Facilities and Institutions" in the Rural Residential and Residential Single-Family Zoning Districts with a Minor Use Permit (staff level public hearing) and in the Residential Two-Family Zoning District with a Major Use Permit. Additionally, the proposed text amendment would also correct a spelling error in the definition (workshop vs. worship) and would amend the definition to allow other ancillary functions (such as a bible class, fellowship meetings, and other ancillary uses) that are directly related to the religious facility to be conducted.

Analysis:

"Religious Facilities and Institutions" are currently not permitted in the Rural Residential (R-R), Residential Single-Family (R-1), and Residential Two-Family (R-2) Zoning Districts. Staff is bringing forward this Zoning Text Amendment to address this issue and to permit "Religious Facilities and Institutions" within R-R, R-1, and R-2 zones. The proposed text amendment would permit religious facilities and institutions within the R-R and R-1 Zoning Districts with a Minor Use Permit (staff level) and in the R-2 with a Major Use Permit (Planning Commission level).

Currently most churches within the County's jurisdiction are sited in residential areas, in close proximity to their congregation; generally in areas zoned R-R and R-1. As such, these churches are considered non-conforming uses. For example, the Stonyford Community Church is located on property Zoned R-R, the Grimes Community Church, the Arbuckle United Methodist Church, the Church of St. Joseph, and the Arbuckle Christian Fellowship are located on property Zoned R-1-8, and the Sacred Heart Catholic Church, the Arbuckle Community Church, and the Holy Cross Catholic Church are located on property Zoned R-1-6. As such, whenever a religious facility wishes to expand or change their operations it triggers a Major Use Permit application due to these churches being considered a nonconforming use.

The proposed text amendment would allow for expansion and/or changes with a Minor Use Permit in the R-R and R-1 Zoning Districts. The Minor Use Permit requires a public hearing before the Zoning Administrator. In conducting Minor Use Permit public hearings, should there be any unresolved issues with the general public, the Department's policy is to elevate the public hearing to the Planning Commission for its review as allowed by Section 44-1.70.010 of the County Code.

The proposed amendment would also allow religious facilities in the R-2 Zoning District with a Major Use Permit. The rationale for requiring a Major Use Permit in the R-2 Zoning District is that this district is a higher density-zoning district and is a zone planned for higher density housing to meet the State's regional housing needs assignment for the County. This is similar to the other higher density residential zoning districts (R-3 and R-4) which also require the approval of a Major Use Permit for religious facilities. Although a Major Use Permit would be required in the R-2 zoning district, the same requirement as if it were still a non-conforming use, a Use Permit would only have to be processed once as it would no longer be considered a non-conforming use. If a church remained classified as a non-conforming use, every time there was a change or an expansion a Major Use Permit would be required.

In addition to resolving the non-conforming status of many churches in the County, the proposed text amendment would also correct the "workshop" spelling error in the existing definition and would allow for ancillary uses associated with the religious facility to be conducted. The current definition only mentions the ability to conduct regular organized worship ("workshop") and does not include other common ancillary functions that are often part of a church.

California Environmental Quality Act (CEQA):

The proposed Zoning Text Amendment is subject to Section 15061(b)(3) of the CEQA Guidelines, in that CEQA applies only to projects which have the potential for causing a significant impact on the environment. As the project relates only to minor changes in the Zoning Code which would require subsequent discretionary review, staff believes that it can be seen with certainty that there is no possibility the project will have a significant impact on the environment. The project is therefore not subject to CEQA.

Summary:

Approval of the proposed Zoning Text Amendment would resolve the non-conforming status with many churches in the County and simplify the ability to make facility or operational changes. It will also rectify an error with the original definition which uses the term "workshop" and would expand the definition to allow ancillary uses commonly associated with religious facilities to occur.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

Obtain the necessary signatures, publish the ordinance as required, and forward an electronic signed copy to the Community Development Director.

ATTACHMENTS:

- Zoning Text Amendment (ZA #PD 24-33) Religious Facilities Ordinance (DOCX)
- PC Resolution No. 24-011 Adopt a Zoning Text Amend PD-24-33 Amend Religious Facilities and Institutions (PDF)
- 2024-10-02 Planning Commission Agenda Report RZ Religious Facilities (PDF)
- PROOF (PDF)

ORDINANCE NO. _____

**AN ORDINANCE OF THE COLUSA COUNTY BOARD OF
SUPERVISORS ADOPTING A ZONING TEXT AMENDMENT TO AMEND THE
USE TABLE FOR RELIGIOUS FACILITIES AND INSTITUTIONS IN CERTAIN
RESIDENTIAL ZONING DISTRICTS, AMEND SAID DEFINITION, AND FIND
THAT THE PROPOSED TEXT AMENDMENT IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

The Board of Supervisors of the County of Colusa ordains as follows:

SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act pursuant to Title 14, Division 6, Chapter 3, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.

SECTION 2.

TABLE 44-2.30-3: ALLOWED USES IN THE RESIDENTIAL ZONES is hereby amended as follows:

	R-R	R-1	R-2	R-3	R-4	Special Regulations
Religious Facilities and Institutions	M	M	U	U	U	

SECTION 3.

Section 44-0.10. Definitions of the Colusa County Code is hereby amended to read as follows:

Religious facilities and institutions: A site or building used by a religious group for regular organized worship and ancillary uses associated with the religious facility or institution. Religious facility uses include churches, synagogues, mosques, temples and other similar places of worship.

SECTION 4.

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 and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 12th day of November 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

Gary Evans, Chair
Board of Supervisors

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

By: _____
Patricia Rodriguez,
Deputy Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

RESOLUTION NO. 24-011

**RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION
RECOMMENDING THE BOARD OF SUPERVISORS ADOPT A ZONING TEXT
AMENDMENT (PD-24-33) AMENDING THE DEFINITION OF RELIGIOUS
FACILITIES AND INSTITUTIONS AND TO ALLOW SAID USE TO BE
ESTABLISHED IN CERTAIN RESIDENTIAL DISTRICTS AND FIND THE
PROPOSED TEXT AMENDMENT IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, Colusa County adopted an updated Zoning Ordinance in 2014 and the proposed text amendment would: (1) amend the definition of Religious facilities and Institutions to correct a spelling error and provide for ancillary uses; (2) allow Religious Facilities and Institutions with a Minor Use Permit in the Rural Residential and Residential Single Family zoning districts; and (3) allow Religious Facilities and Institutions with a Major Use Permit in the Residential Two-Family zoning district;

WHEREAS, in accordance with California Government Code Section 65853 the Colusa County Planning Commission conducted a public hearing on proposed text amendment;

WHEREAS, following the public hearing the Planning Commission found based on the totality of the public record that based on Section 15061(b)(3) of the CEQA Guidelines, the project is not subject to CEQA, and that the proposed text amendment is consistent with the General Plan.

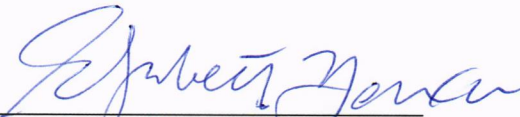
NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the County of Colusa finds, determines, and recommends to the Colusa County Board of Supervisors that the Board approve the proposed Zoning Text Amendment (PD-24-33) as detailed in the Exhibit "A", as may be amended by the County Counsel, attached hereto and incorporated by reference.

PASSED AND ADOPTED by the Colusa County Planning Commission this 2nd day of October, 2024, by the following vote:

AYES: Commissioners Gerry Nall, Kirk Pendleton, Dave McCullough and Elizabeth Yerxa.

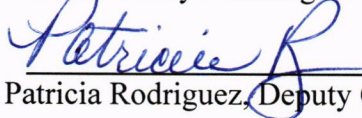
NOES: None.

ABSENT: Commissioner Heath Krug.



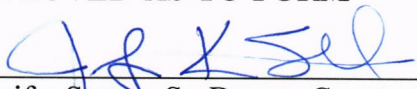
Elizabeth Yerxa, Chair Planning
Commission

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



Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM



Jennifer Sutton, Sr. Deputy County Counsel

EXHIBIT “A”

Section 44-0.10 (Definitions) of the County Code is hereby as follows:

Religious facilities and Institutions. A site or building used by a religious group for regular organized worship. Religious facility uses include churches, synagogues, mosques, temples, and other similar places of worship along with ancillary uses related to the religious facility or institution.

TABLE 44-2.30-3: ALLOWED USES IN THE RESIDENTIAL ZONES is hereby amended to provide for Religious Facilities and Institutions in the R-R, R-1, and R-2 Zoning Districts as follows (there is no change to the R-3 and R-4 Zoning Districts):

	R-R	R-1	R-2	R-3	R-4	Special Regulations
Religious Facilities and Institutions	M	M	U	U	U	



Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

SCHEDULED

PLANNING COMMISSION (ID # 10071)

Meeting: 10/02/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Alison Cunningham
Initiator: Alison Cunningham
Sponsors:
DOC ID: 10071

Detail

Applicant: COMMUNITY DEVELOPMENT DEPARTMENT
General Plan: Rural Residential (RR), Urban Residential (UR)
File: PD 24-33
Zoning: Rural Residential (R-R), Residential Single Family (R-1-6), Residential Single Family (R-1-8), Residential Two Family (R-2)

Formal Title / Summary

Public Hearing and adoption of a Resolution recommending that the Board of Supervisors adopt a CEQA Exemption and approve a Zoning Text Amendment to amend the use table for Religious Facilities and Institutions in the Rural Residential (RR), Residential Single-Family (R-1), and Residential Two-Family (R-2) zones and approve an amendment to the definition of "Religious Facilities and Institutions" to correct a spelling error and to expand the definition to include other ancillary uses to the primary religious use.

Action Requested

Public Hearing and adoption of a Resolution recommending that the Board of Supervisors adopt a CEQA Exemption and approve a Zoning Text Amendment to amend the use table for Religious Facilities and Institutions in the Rural Residential (RR), Residential Single-Family (R-1), and Residential Two-Family (R-2) zones and approve an amendment to the definition of "Religious Facilities and Institutions" to correct a spelling error and to expand the definition to include other ancillary uses to the primary religious use.

Detailed Description/Background of Request

Section 44-0.10 (Definitions) of the County Code defines Religious Facilities and Institutions as "a site or building used by a religious group for regular organized workshop (worship). Religious facility uses include churches, synagogues, mosques, temples and other similar places of worship". Currently, religious facilities and institutions are allowed outright in all Commercial Zoning Districts, the Public Facilities, Rural Services, Light Industrial, and Research and Development Zoning Districts. Religious facilities and institutions are allowed in the Upland Transition, Agricultural Transition, the Residential Multiple Family (R-3), and the Apartment-Professional (R-4) Zoning Districts with a Major Use Permit.

The proposed Zoning Text Amendment (PD 24-33) (Exhibit "A") would amend the County Code to allow religious facilities and institutions in the Rural Residential (RR) and Residential Single-Family (R-1) Zoning Districts with a Minor Use Permit (staff level public

hearing), and the Residential Two-Family (R-2) Zoning District with a Major Use Permit (Planning Commission level public hearing). In addition, the proposed text amendment would also correct a spelling error in the definition (workshop vs. worship) and expand the definition of religious facilities and institutions to allow other ancillary functions (such as bible classes, fellowship meetings, and other ancillary uses) that are directly related to the religious facility to be conducted.

APN:

County-wide

LOCATION:

County-wide

PROJECT:

"Religious Facilities and Institutions" are currently not permitted in the Rural Residential (R-R), Residential Single-Family (R-1), and Residential Two-Family (R-2) Residential Zoning District. This is despite many of the County's religious institutions being located adjacent to or within these residential zones, and attended by nearby residents. Staff is bringing forward this Zoning Text Amendment to address this issue and allow for the use of "Religious Facilities and Institutions" within R-R, R-1 and R-2 zones. The proposed text amendment would permit religious facilities and institutions within the R-R and R-1 Zoning Districts with a Minor Use Permit (staff level) and in the R-2 with a Major Use Permit (Planning Commission level). The proposed zoning text amendment will provide an avenue for churches and religious organizations to operate in areas in close proximity to their congregation and in spaces where they currently reside. Currently, many of the County's current religious facilities are considered nonconforming uses. As such, any change triggers a Major Use Permit. The proposed code amendment would simplify the permit processing and reduce the associated costs by removing the non-conforming designation. The application of Minor Use Permit and the Major Use Permit processes will allow the County to consider potential issues such as siting, traffic, parking, occupancy and other performance standards that would affect the surrounding community. As previously mentioned, the text amendment would also amend the definition to correct a spelling error and provide for typical ancillary uses that occur in conjunction with religious facilities.

ANALYSIS:

As previously discussed, currently Religious Facilities and Institutions are not allowed in the Rural Residential (R-R), Residential Single-Family (R-1), or Residential Two-Family (R-2) zones. They are, however, permitted in the Residential Multiple Family (R-3) and Apartment Professional (R-4) with a Major Use Permit. Most churches within areas of County jurisdiction have historically been sited in residential areas, in close proximity to

their congregation; generally in areas zoned R-R and R-1. As such, there are considered non-conforming uses in these zoning districts. For example, the Stonyford Community Church is located on property Zoned R-R, the Grimes Community Church, the Arbuckle United Methodist Church, the Church of St. Joseph, and the Arbuckle Christian Fellowship are located on property Zoned R-1-8, and the Sacred Heart Catholic Church, the Arbuckle Community Church, and the Holy Cross Catholic Church are located on property Zoned R-1-6. As such, whenever a religious facility wishes to expand or change their operations it triggers a Major Use Permit application as a non-conforming use. The proposed text amendment would allow for these expansion or changes of use with a Minor Use Permit that requires a noticed public hearing at the staff level in the R-R and R-1 Zoning Districts. The Minor Use Permit requires a public hearing before the Zoning Administrator. In conducting Minor Use Permit public hearings, should there be any unresolved issues with the general public, the Department's policy is to elevate the public hearing to the Planning Commission for its review as allowed by Section 44-1.70.010 of the County Code.

The proposed amendment would also allow religious facilities in the R-2 Zoning District with a Major Use Permit. The rationale for requiring a Major Use Permit in the R-2 Zoning District is that this district is a higher density zoning district and is a zone planned for higher density housing to meet the State's regional housing needs assignment for the County. This is similar to the other higher density residential zoning districts (R-3 and R-4) which also require the approval of a Major Use Permit for religious facilities. During the processing of any such use permit before the Commission, one factor that the Commission would need to consider is whether the project would impact the State's regional housing need assignment for the County.

As mentioned, the proposed text amendment would also correct the workshop spelling error in the existing definition. In addition, it would add the ability to conduct ancillary uses associated with the religious facility.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed text amendment would amend an existing use type definition and add a new use type in the Zoning Code, and also specify which zone districts the use is allowed in. The project is subject to Section 15061(b)(3) of the CEQA Guidelines, in that CEQA applies only to projects which have the potential for causing a significant impact on the environment. As the project relates only to minor changes in the Zoning Code, staff believes that it can be seen with certainty that there is no possibility the project will have a significant impact on the environment. The project is therefore not subject to CEQA.

SUMMARY:

Approval of this proposed amendment by the Commission would establish a

requirement for a Minor Use Permit allowing for Religious Facilities and Institutions in the Rural Residential (R-R) and Residential Single-Family (R-1) zones, and a Major Use Permit in the Residential Two-Family (R-2) zone. It will also rectify an error with the original definition of "Religious Facilities and Institutions" which replaced "worship" with "workshop" and expand the definition to allow ancillary uses associated with the religious facility to occur.

RESOLUTION NO. 24-

**RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION
RECOMMENDING THE BOARD OF SUPERVISORS ADOPT A ZONING TEXT
AMENDMENT (PD-24-33) AMENDING THE DEFINITION OF RELIGIOUS
FACILITIES AND INSTITUTIONS AND TO ALLOW SAID USE TO BE
ESTABLISHED IN CERTAIN RESIDENTIAL DISTRICTS AND FIND THE
PROPOSED TEXT AMENDMENT IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, Colusa County adopted an updated Zoning Ordinance in 2014 and the proposed text amendment would: (1) amend the definition of Religious facilities and Institutions to correct a spelling error and provide for ancillary uses; (2) allow Religious Facilities and Institutions with a Minor Use Permit in the Rural Residential and Residential Single Family zoning districts; and (3) allow Religious Facilities and Institutions with a Major Use Permit in the Residential Two-Family zoning district;

WHEREAS, in accordance with California Government Code Section 65853 the Colusa County Planning Commission conducted a public hearing on proposed text amendment;

WHEREAS, following the public hearing the Planning Commission found based on the totality of the public record that based on Section 15061(b)(3) of the CEQA Guidelines, the project is not subject to CEQA, and that the proposed text amendment is consistent with the General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the County of Colusa finds, determines, and recommends to the Colusa County Board of Supervisors that the Board approve the proposed Zoning Text Amendment (PD-24-33) as detailed in the Exhibit "A", as may be amended by the County Counsel, attached hereto and incorporated by reference.

PASSED AND ADOPTED by the Colusa County Planning Commission this 2nd day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Yerxa, Chair Planning
Commission

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

Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

EXHIBIT “A”

Section 44-0.10 (Definitions) of the County Code is hereby as follows:

Religious facilities and Institutions. A site or building used by a religious group for regular organized worship. Religious facility uses include churches, synagogues, mosques, temples, and other similar places of worship along with ancillary uses related to the religious facility or institution.

TABLE 44-2.30-3: ALLOWED USES IN THE RESIDENTIAL ZONES is hereby amended to provide for Religious Facilities and Institutions in the R-R, R-1, and R-2 Zoning Districts as follows (there is no change to the R-3 and R-4 Zoning Districts):

	R-R	R-1	R-2	R-3	R-4	Special Regulations
Religious Facilities and Institutions	M	M	U	U	U	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Planning Commission will conduct a Public Hearing on October 2, 2024 at 9:00 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

Zoning Text Amendment #PD-24-33, Colusa County – Public Hearing and adoption of a Resolution recommending the Board of Supervisors approve of a Zoning Text Amendment to amend the permitting requirement for Religious Facilities and Institutions in the Rural Residential (RR), Residential Single-Family (R-1), and Residential Two-Family (R-2) zones, and find that the proposed text amendment is exempt from the California Environmental Quality Act. Additionally, approve of the amendment of the definition for “Religious Facilities and Institutions” to correct a spelling error and to expand the definition to include other non-worship activities.

If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Assistant Planner, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at acunningham@countyofcolusaca.gov. All persons are invited to attend and be heard. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508 and at the Community Development Department, 220 12th Street, Colusa, CA (530) 458-0480.

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

Dated: September 13, 2024

By: ORIGINAL SIGNED
Patricia Rodriguez, Deputy Clerk

09/20/2024, · CCPR

**NOTICE OF PUBLIC HEARING
AND
ORDINANCE SUMMARY**

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on November 12th, 2024, at 9:30 a.m. or soon thereafter in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will conduct public hearings to consider the proposed Ordinances as follows:

**ORDINANCE SUMMARY ZONING TEXT AMENDMENT
(ZA #PD-24-28)**

The County of Colusa is proposing to adopt a Zoning Code Text Amendment adding additional setback requirements for Telecommunication Facilities in the Industrial Zoning District classifications. As proposed, new Telecommunication Facilities would be required to be setback from public rights-of ways at least the same distance as the height of the largest component of the telecommunication facility (typically the cell tower) in the industrial zoning districts. The proposed Zoning Text Amendment would lessen the visual impact from cell towers from these rights-of-ways.

**ORDINANCE SUMMARY ZONING TEXT AMENDMENT
(ZA #PD-24-33)**

The County of Colusa is proposing to adopt a Zoning Code Text Amendment to amend the use table for Religious Facilities and Institutions in the Residential Zoning Classifications, and to amend the definition. The proposed Zoning Text Amendment would amend the County Code to allow religious facilities and institutions in the Rural Residential (RR) and Residential Single-Family (R-1) Zoning Districts with a Minor Use Permit and the Residential Two-Family (R-2) Zoning District with a Major Use Permit. Additionally, the proposed text amendment would correct a spelling error in the definition and expand it to allow other ancillary functions that are directly related to the religious facility to be conducted.

The proposed Zoning Code text amendment is exempt from the California Environmental Quality Act pursuant to Title 14, Division 6, Chapter 3, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter please contact Greg Plucker, Community Development Director, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@countyofcolusaca.gov. If you would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.com. All persons are invited to attend and be heard.

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

Dated: October 22, 2024

____ ORIGINAL SIGNED ____
Tiffany Jorgensen, Deputy

11/01/2024 · CCPR

Attachment: PROOF (10127 : Zoning Text Amendment - Religious Facilities)



Request For County Board of Supervisors Action

MEETING DATE: November 12, 2024

DEPARTMENT: Air Pollution Control

FROM: Casey Ryan

SUBJECT: Public Hearing and Presentation of the 2024 AB 2588 Air Toxics "Hot Spots" Program Report

Public Hearing and Presentation of the 2024 AB 2588 Air Toxics "Hot Spots" Program Report

Detailed Description/Background of request

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry.

The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify residents of significant risks.

The California Health and Safety Code Section 44363 requires that the District Board conduct a public hearing concerning the subject report which must include the following:

1. The prioritization of facilities for the purpose of performing a health risk assessment;
2. The ranking and identification for facilities according to the degree of cancer risk posed to surrounding substances;
3. The identification of facilities which expose individuals or populations to any non-cancer health risks; and
4. The status of development of control measures to reduce emissions of air toxic air contaminants, if any.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- 2024 AB 2588 Air Toxics Hot Spots Program Report (DOCX)
- Notice of Public Hearing - AB 2588 (PDF)

2024 ANNUAL REPORT AB 2588 AIR TOXICS “HOT SPOTS” PROGRAM

October 11, 2024

The Air Toxics “Hot Spots” Information and Assessment Act of 1987 (AB 2588) is a State of California public right-to-know law requiring local air quality management and air pollution control districts to collect information about the location, type, and quantity of toxic compounds emitted into the air from specified local businesses and industry. The AB 2588 Program Annual Report is published to provide the public with information regarding the AB 2588 Program of the Colusa County Air Pollution Control District (District). The enabling statutes (California Health & Safety Code (HSC) Sections 44300-44394) require the California Air Resources Board (CARB) and local air districts to implement the “Hot Spots” Program. This report describes the current reporting and evaluation status for facilities being tracked under this program. This annual report is required by California HSC Section 44363.

INTRODUCTION

The goals of the AB 2588 Program are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, and to notify residents of significant risks.

The Air Toxics “Hot Spots” Information and Assessment Act of 1987 (AB 2588) requires certain emitters of airborne toxic compounds to submit toxic emissions inventory reports and updates. If the prioritization score indicated further evaluation is necessary, the facility is required to perform a Health Risk Assessment (HRA). AB 2588 further requires the District to prepare an annual report summarizing progress on the implementation of the program.

HSC Section 44363 requires that the District Board conduct a public hearing concerning the subject report which must include information on the following:

- 1) The prioritization of facilities for the purpose of performing a health risk assessment for air emissions of listed substances;
- 2) The ranking and identification of facilities according to the degree of cancer risk posed to surrounding receptors;
- 3) The identification of facilities which expose individuals or populations to any non-cancer health risks; and
- 4) The status of development of control measures to reduce emissions of toxic air contaminants, if any.

AIR TOXICS "HOT SPOTS" PROGRAM

The AB 2588 Program (HSC Sections 44300 et seq.) established a process to compile an inventory of air toxics emissions from specified facility categories in California and to assess the potential risks to public health as a result of exposure to those emissions. AB 2588 also requires that the public be notified of facilities whose emissions pose significant health risks. AB 2588 specifies activities that the CARB, the Office of Environmental Health Hazard Assessment (OEHHA), and the districts must carry out to implement the Act. CARB is required to adopt a fee recovery regulation to assess fees on facilities subject to the requirements to ensure that costs to implement and administer the AB 2588 Program. (HSC Section 44380.)

This report addresses the statutory requirements of the AB 2588 Program. This report does not seek to address other toxics-related issues handled by staff. For example, the District also addressed air toxics exposures during permitting of new and modified sources of air pollutants. The source permitting process may require issuance of a public notice if the proposed source releases hazardous air pollutants within 1,000 feet of a school. The District also implements State Airborne Toxic Control Measures (ATCMs) and Federal National Emission Standards for Hazardous Air Pollutants (NESHAPs). ATCM and NESHAP requirements are usually implemented through a source permit or equipment registration. During this reporting year, the District has not developed control measures in addition to those required by an ATCM or NESHAP.

PROGRAM CATEGORIES OF DISTRICT FACILITIES

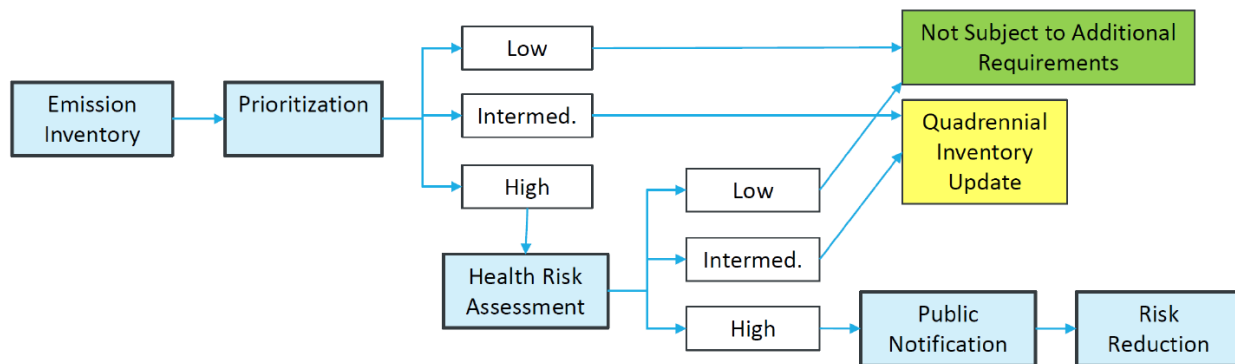
Facilities are categorized based on their reporting status in the program. Unless the District is performing an industry-wide survey for a facility category, facilities are categorized based on their reporting status in the program. Facilities subject to the AB 2588 Program are required to either file an emissions inventory plan and report with the local air district or as an alternative the District prioritizes and conducts the risk assessment as part of a permitting action. The District reviews and approves the plan and reports, and based on the reported emissions, performs a prioritization evaluation (develops a prioritization score for the facility).

If the prioritization score indicates further evaluation is necessary, the facility is required to perform a health risk assessment. If the results from the health risk assessment indicate a potential significant risk to the public, the facility is required to notify the public exposed to the emissions. A facility subject to the public notification requirement then may need to develop a risk reduction plan to lower the emissions below significance levels. At this time there are no facilities identified in the District as posing a significant risk to the public.

As an alternative to this process, the facility can conduct a health risk assessment as part of a permitting action, provided the results identify any significant risk to the public. After complying with the initial reporting requirements, based on the prioritization scores or health risk assessment results, facilities may be required to submit updated reports every four years. The following is a summary of the current facility update categories as identified in the Facilities List in Appendix A. A list of category definitions can be found at the beginning of the facility list in Appendix A.

GRAPHIC REPRESENTATION OF THE AB 2588 PROCESS

AB 2588 Process



FACILITY COUNT FOR 2024

High Priority	Intermediate Priority	Low Priority	Needs Prioritization	Total
0	48	108	2	158

District staff annually reviews facility status as indicated on the list in Appendix A of this report. The above facility count may vary each year due to closures and/or addition of new facilities. The total facility count for 2024 is 158.

QUADRENNIAL UPDATE SUMMARY

Facilities that have a high or intermediate ranking are required to submit updates every four years (called “Quadrennial Update”) to allow the District to evaluate their current status.

DEVELOPMENT OF CONTRAL MEASURES

During this reporting period, the District has continued to work with affected sources to comply with the U.S. Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAPs) at area sources. By State law, NESHAPs that do not have a corresponding Airborne Toxic Control Measure (ATCM) become ATCMs for the State. Area sources are smaller sources such as auto body shops, metal fabricators, paint manufacturers and various other spray coating operations.

NESHAPs, Subpart HHHHHH is a federal Area Source regulation to reduce toxic air contaminants, called Hazardous Air Pollutants or HAPs, from spray coating in the auto body industry and other miscellaneous metal coating operations. The District staff continue to work with new and existing spray coating sources to ensure compliance with the federal regulations.

NESHAPs, Subpart ZZZZ is a federal Area Source regulation to reduce HAPs from stationary reciprocating internal combustion engines. This regulation affects both spark-ignited (gasoline, natural gas and LPG) and compression ignition (diesel) engines. Most commercial, institutional, and residential emergency engines are exempt for this regulation; however, larger industrial and agricultural engines are subject to control requirements to reduce HAPs from the incomplete combustion of fuel. Regulatory requirements (primarily maintenance provisions) of this federal

regulation have been incorporated into facility permits. At this time, the District has not identified any sources that require additional controls beyond what is currently permitted to comply with the regulations. Prime engines require an annual source test to demonstrate compliance and the subject engines have been or are scheduled to be tested annually.

AB 2588 PROGRAM FEES

Program costs may be recovered by assessing a fee to subject facilities pursuant to District Rule 506: Air Toxic's Program Fees. The District is required to pay a fee to the State to cover CARB's costs. State fees are assessed by the District as a straight pass-through to the facility. The District is also authorized by District Rule 506 to assess fees to cover local costs.

State costs are allocated among the districts using a formula considering the number of facilities in each of the program categories and resource indices and are based on facility data received from the districts before September 1, 2023.

UPDATE TO OEHHA RISK ASSESSMENT GUIDELINES

The passage of the Children's Health Protection Act of 1999 (SB 25, Stats. 1999) required the Office of Environmental Health Hazard Assessment (OEHHA) to re-evaluate the risk assessment methodologies to ensure infants and children are explicitly addressed in assessing risk. In the last decade, advances in science have shown that early-life exposures to air toxics contribute to an increased lifetime risk of developing cancer, other adverse health effects, compared to exposures that occur in adulthood. On March 6, 2015, OEHHA adopted revised guidelines to address this greater sensitivity and incorporates the most recent data on childhood and adult exposure to air toxics. At their July 23, 2015 meeting, the Air Resources Board (working with CAPCOA) adopted Risk Management Guidance implementing the new guidelines.

The District now reviews most facilities' priority during the permit evaluation process. The facilities that are reviewed during the permit evaluation process are evaluated based on potential to emit. If a facility is exempt from AB 2588 based on potential to emit or is subject to AB 2588 and a low priority, no further action is taken under the AB 2588 program for that facility until they submit an application to modify their permit. If a facility is reviewed under AB 2588 based on potential to emit is determined to be an intermediate priority, the facility is entered into the annual emissions inventory and toxics emissions are reported after the first year of operation and at least every four years after. If a facility is reviewed under AB 2588 based on potential to emit is determined to be a high priority, the facility is entered into the annual emission inventory and toxic emissions are reported annually. If the facility's actual emissions result is a high priority, the facility will be required to pay a state AB 2588 fees and submit an HRA, unless it's an industrywide facility.

Facilities that submit their own emission inventory plan and report and are prioritized as intermediate must submit a Quadrennial Update Survey every four years. Facilities that submit their own emission inventory plan and report and are prioritized as high must submit an HRA and pay state AB 2588 fees.

The District categorized facilities for the AB 2588 Program according to Prioritization Score as shown in the table below:

Prioritization based on Prioritization Score

Prioritization Scores	Prioritization Category	Reporting Requirements
$PS \leq 1$	Low	Exempt from further reporting for AB 2588 due to low risk; may be reprioritized later due to changes in emissions or conditions which require facility re-analysis to occur.
$1 < PS \leq 10$	Intermediate	Subject to quadrennial update reporting; may be reclassified as Low or High at District discretion based on other factors such as proximity to schools or hospitals.
$PS > 10$	High	Require an HRA (unless already done recently) be submitted; Further reporting requirements dependent on HRA results.

HEALTH RISK ASSESSMENTS

The District is in the process of reprioritizing facilities under the new guidelines and procedures. In the upcoming year the District will continue this work. Several source categories will be reviewed and HRA's requested as necessary. The District will be using the updated industrywide health risk assessment guidelines currently under development by CAPCOA and CARB to perform HRA's for industrywide facilities. In the calendar year 2022 the CAPCOA industrywide HRA guidelines were released for gas stations and diesel engines. Amendments to the Emission Inventory Criteria and Guidelines were adopted by CARB on November 19, 2020, and were submitted to the Office of Administration Law on October 6, 2021. The Emission Inventory Criteria and Guidelines were updated effective March 2022, including the applicability table in Appendix E.

Health risk assessments evaluate the health risk to the public due to toxic air emissions from new or modified facilities. These health risk assessments also satisfy the AB 2588 Program requirement for evaluating toxic air contaminants. HRAs during the coming year will be conducted as warranted.

District staff continue to use the Health Assessment and Reporting Program Ver.2. (HARP2) tools to evaluate source risk. The results from HARP2 are used to determine potential risk from a project for a specific site or location.

Prioritized Facilities

Priority Score	Number of Facilities
Low	108
Intermediate	48
High	0
Pending Re-prioritization or prioritization	2

APPENDIX A

2024 FACILITY STATUS LIST

**2024 AB 2588 “Hot Spots” Annual Report Facility Status
Key / Legend**

Facility Name	Name of the facility
FAC ID	Facility Identification Number
Facility Address	Location of the facility
Source Type	The type of source for a given facility
Prioritization Scores	The first step in a conservative risk representation for a facility
Acute	Acute or short term health effects caused by the pollutants
Chronic	Chronic or long-term non-cancer health effects caused by the pollutants
Cancer	Potential cancer risk in terms of chances per one million population
Priority	Ranking a facility for inventory updated based on their prioritization score and/or risk assessment
High	A facility with a prioritization score greater than or equal to 10 (Subject to Quad Year Reporting - Next Report due in 2028)
Intermediate	A facility with a prioritization score less than 10 and greater than or equal to 1 (Subject to Quad Reporting - Next Report due in 2028)
Low	A facility with a prioritization score less than 1, emits less than 10 tons per year and no toxic significance

Table 1. Summary of Facilities Reviewed Under AB 2588

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Depue Warehouse – Maxwell Dryer	1	1 Comet Lane - Maxwell	Rice Dryer	0.2707	0.1437	0.2927	Low
Depue Warehouse – Azevedo Dryer	3	401 C Street - Williams	Rice Dryer	0.6485	1.8214	0.7846	Intermediate
Farmers Rice Dryer #1	4	4937 Highway 45 - Colusa	Rice Dryer	0.1400	0.3544	0.7473	Low
Barrett's Landing Warehouse	10	8666 Millers Landing Rd - Grimes	Rice Dryer	0.0000	1.6576	0.7070	Intermediate
Depue Warehouse – Delevan Dryer	11	4854 Highway 99 - Maxwell	Rice Dryer	0.2781	0.1108	0.0474	Low
Depue Warehouse – Spooner Dryer	12	5999 Freshwater Road - Williams	Rice Dryer	0.2707	0.1697	0.0727	Low
Colusa Rice Company – Eastside Dryer	13	4073 River Road – Colusa	Rice Dryer	0.5789	0.8863	1.7876	Intermediate
Strain Ranches, Inc.	18	1492 Strain Lane – Arbuckle	Rice Dryer	0.2893	0.3486	0.6489	Low
California Family Foods – Zumwalt	20	1215 Lurline Avenue – Colusa	Rice Dryer	0.0000	8.1500	4.4701	Intermediate
Davies Oil Company, Inc	24	150 13 th Street – Colusa	Gasoline Dispensing Facility	0.7497	0.2005	7.8827	Intermediate
Reading Oil	25	1535 Lurline Avenue - Colusa	Gasoline Dispensing Facility	0.4658	0.1903	7.4671	Intermediate
eFuel, LLC	26	1802 Highway 99W – Williams	Gasoline Dispensing Facility	0.0186	0.0031	0.1212	Low
Viking Pools, Inc.	40	121 Crawford Road – Williams	Fiberglass Manufacturing	0.0004	1.1149	0.0000	Intermediate
California Family Foods	41	6551 Struckmeyer Road - Arbuckle	Rice Dryer	0.4602	2.2138	7.1953	Intermediate
Depue Warehouse – Cortina Dryer	42	3334 Highway 99W - Williams	Rice Dryer	0.6910	0.8463	1.6812	Intermediate
Colusa Rice Company – Niagara	45	2889 Niagara Avenue - Colusa	Rice Dryer	0.9159	2.2195	4.2682	Intermediate
Depue Warehouse – Haas Dryer	46	5656 Haas Road – Williams	Rice Dryer	0.1621	0.3082	0.5828	Low
ADM Rice Company	47	1603 Highway 99W – Arbuckle	Rice Dryer	0.0000	0.7196	0.3465	Low
ACC-GWG, LLC	48	6133 Abel Road – Williams	Rice Dryer	0.0000	0.7196	0.3465	Low
PG&E Delevan Compressor Station	49	5001 Delevan Road – Maxwell	Natural Gas Distribution	0.2423	0.1390	1.1789	Intermediate
Western Foods, LLC	51	540 Main Street - Grimes	Rice Dryer	0.0688	0.8172	1.8036	Intermediate
Depue Warehouse – Cheney Dryer	53	1700 E Street - Williams	Rice Dryer	0.7926	1.1554	0.4964	Intermediate
Wadham Energy LTD Partnership	55	6247 Myers Road – Williams	Biomass / Fuel Burning	0.3205	1.4716	0.4650	Intermediate
County Line Warehouse	56	1075 Highway 99W – Arbuckle	Warehousing / Storage	0.4416	0.3990	0.3008	Low
Erdman Warehouse Inc.	60	8661 Ceres Avenue - Knights Landing	Rice Dryer	0.0000	0.2556	0.1113	Low
The Foothill Warehouse	61	2005 Husted Road – Williams	Rice Dryer	0.0403	0.1039	0.1958	Low
Chrisman Dryer	63	484 B Street – Williams	Rice Dryer	0.0000	0.0796	0.0683	Low
Morning Star Packing Company	68	2211 Highway 99W – Williams	Food Product Processing	0.0015	0.0041	0.1051	Low
Sun Valley Rice Co, LLC	71	7050 Eddy Road - Arbuckle	Rice Mill	0.0000	0.0230	0.0492	Low
Ridgetop Warehouse	72	5520 Loretz Road - Maxwell	Rice Dryer	0.0000	1.9198	3.7645	Intermediate
American Tower Assets – Bailey Road	73	6701 Bailey Road – Arbuckle	Communications Site	0.0000	0.0005	0.0321	Low
American Tower Assets – River Road	74	3341 River Road – Colusa	Communications Site	0.0000	0.0023	1.5531	Intermediate
Williams Sinclair – Northgate Petroleum	200	570 E Street – Williams	Gasoline Dispensing Facility	0.1111	0.0206	0.8568	Low
Davies Chevron – Colusa	201	1019 Bridge Street – Colusa	Gasoline Dispensing Facility	0.0000	0.0269	1.1173	Intermediate
Davies Chevron – Maxwell	202	280 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0000	0.0103	0.4297	Low
Davies Chevron – Arbuckle	203	1129 Putnam Way - Arbuckle	Gasoline Dispensing Facility	0.0000	0.0392	1.6330	Intermediate

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Flyers Energy #448	204	1161 Putnam Way – Arbuckle	Gasoline Dispensing Facility	0.0000	0.0013	0.0543	Low
Reading Oil – Maxwell Card Lock	206	3941 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0143	0.0005	0.0202	Low
H&S Energy Products #3019	208	809 Market Street – Colusa	Gasoline Dispensing Facility	0.0000	0.0123	0.5327	Low
Kwik Stop	209	11 Market Street – Colusa	Gasoline Dispensing Facility	0.0000	0.0159	0.6601	Low
1850 Williams LLC	210	505 4 th Street – Williams	Gasoline Dispensing Facility	0.0810	0.0540	2.2480	Intermediate
Orv's Country Store & Deli	211	180 N. Virginia Way – Williams	Gasoline Dispensing Facility	0.0000	0.0335	1.3941	Intermediate
Wayman's 76	212	495 4 th Street – Williams	Gasoline Dispensing Facility	0.0000	0.0173	0.7205	Low
Williams Express Mart	213	301 Vann Street - Williams	Gasoline Dispensing Facility	0.0000	0.0174	0.7224	Low
JJ's Gas & Mini Mart	214	690 Hillgate Road – Arbuckle	Gasoline Dispensing Facility	0.0000	0.0420	1.7476	Intermediate
Caldwell's Mini Mart	215	142 Highway 99W – Maxwell	Gasoline Dispensing Facility	0.0000	0.0022	0.0913	Low
Tamaki Rice Corporation	216	1701 Abel Road – Williams	Rice Mill	0.0000	0.1239	0.0391	Low
Riviana Foods, Inc.	217	2870 Niagara Avenue – Colusa	Rice Mill	0.0000	0.1792	0.0454	Low
Polit Farms, Inc.	218	4334 Highway 99W – Maxwell	Rice Mill	0.0000	0.3320	0.0094	Low
Bar Ale, Inc.	220	1011 5 th Street - Williams	Animal Feed Manufacturing	0.1778	0.3365	1.0800	Intermediate
Adams Vegetable Oils	222	7301 John Galt Way – Arbuckle	Oilseed Processing	0.0270	0.0045	0.0117	Low
Farmers Fresh Mushroom	223	2847 Niagara Avenue – Colusa	Mushroom Growing	1.0194	0.5919	0.0530	Intermediate
PG&E Colusa Generating Station	224	4780 Dirks Road – Maxwell	Electrical Generation	0.4961	0.0310	0.2282	Low
California Ammonia Company	225	2229 Highway 45 – Grimes	Ammonia Fertilizer	0.0000	0.0366	0.0000	Low
Grow West	226	5701 Max-Colusa Rd. – Maxwell	Ammonia Fertilizer	0.0000	0.0092	0.0000	Low
Colusa County Farm Supply	227	5873 Freshwater Road-Williams	Ammonia Fertilizer	0.0000	0.0005	0.0000	Low
Simplot Grower Solutions – Colusa	228	2947 Highway 20 – Colusa	Ammonia Fertilizer	0.6797	0.0266	0.0000	Low
Wilbur Ellis Company	229	7254 Farinon Road - Colusa	Ammonia Fertilizer	0.0000	0.0016	0.0000	Low
Sunrise Dryers LLC	230	7207 Moonbend Road – Colusa	Food Product Processing	0.0000	0.0009	0.0149	Low
Conrad Forest Products	231	7085 Eddy Road – Arbuckle	Wood Product Treating	0.0000	0.0012	0.0005	Low
California Heritage Mills	232	1 Comet Lane – Maxwell	Rice Mill	0.0000	0.0054	0.0035	Low
Lakeview Petroleum	233	720 5 th Street – Arbuckle	Gasoline Dispensing Facility	0.0000	0.0011	0.0453	Low
Central Valley Gas Storage LLC	234	5258 McAusland Rd.-Princeton	Natural Gas Storage	0.0000	1.3500	3.6715	Intermediate
L&T Company	235	292 Market Street – Stonyford	Gasoline Dispensing Facility	0.0000	0.0010	0.0411	Low
Colusa County Airport	236	2915 Highway 20 – Colusa	Gasoline Dispensing Facility	0.0000	0.0008	0.0348	Low
Cal-Trans Maintenance Yard – Colusa	237	1401 Will S. Green Road-Colusa	Gasoline Dispensing Facility	0.0000	0.0049	2.9605	Intermediate
California Highway Patrol – Williams	238	100 E Street – Williams	Gasoline Dispensing Facility	0.0000	0.0004	0.0158	Low
MD Petroleum	239	296 E Street – Williams	Gasoline Dispensing Facility	0.0000	0.7380	3.0723	Intermediate
City of Colusa – Wye	240	1320 Wescott Road – Colusa	Emergency ICE	0.0000	0.0116	7.8200	Intermediate
City of Colusa – Indian Oaks	240	1801 Wescott Road – Colusa	Emergency ICE	0.0000	0.0103	6.9600	Intermediate
City of Colusa – Ross	240	148 County Club Drive – Colusa	Emergency ICE	0.0000	0.0119	8.0500	Intermediate
City of Colusa – South Wescott	240	2820 Wescott Road - Colusa	Emergency ICE	0.0000	0.0119	8.0500	Intermediate

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
City of Colusa – XQ225	240	12 th and Main Street – Colusa	Emergency ICE	0.0000	0.0006	0.4060	Low
City of Colusa – XQ125	240	12 th and Main Street - Colusa	Emergency ICE	0.0000	0.0005	0.3090	Low
City of Colusa – Wastewater Plant	240	2820 Wescott Road – Colusa	Emergency ICE	0.0000	0.0000	0.0115	Low
City of Colusa – Will S. Green Ave	240	Will S. Green Avenue – Colusa	Emergency ICE	0.0000	0.0017	1.1600	Intermediate
City of Colusa – City Hall	240	425 Webster Street - Colusa	Emergency ICE	0.0000	0.0130	8.7800	Intermediate
City of Williams – Vann Street	241	Vann Street – Williams	Emergency ICE	0.0000	0.0234	1.5800	Intermediate
City of Williams – City Hall	241	810 E Street – Williams	Emergency ICE	0.0000	0.0019	1.2600	Intermediate
City of Williams – Marguerite Street	241	Marguerite Street – Williams	Emergency ICE	0.0000	0.0079	5.3400	Intermediate
City of Williams – Police Department	241	700 N. 7 th Street – Williams	Emergency ICE	0.0000	0.0041	2.7700	Intermediate
City of Williams – WWTP	241	701 B Street – Williams	Emergency ICE	0.0000	0.0012	0.8110	Low
City of Williams – Theater Road	241	795 Theater Road – Williams	Emergency ICE	0.0000	0.0001	0.0682	Low
City of Williams – 6 th Street	241	764 6 th Street – Williams	Emergency ICE	0.0000	0.0001	0.1120	Low
City of Williams – Mills Drive	241	915 Mills Drive – Williams	Emergency ICE	0.0000	0.0001	0.1120	Low
Lone Peak Farms, LLC	244	4599 McDermott Road-Maxwell	Commodity Processor	0.0000	0.0005	0.0009	Low
Sanders Seed, Inc.	245	3133 Wilson Road – Colusa	Commodity Processor	0.0000	0.0077	0.0122	Low
Mumma Brothers	246	7645 Mumma Road – Arbuckle	Commodity Processor	0.0000	0.0002	0.0034	Low
Remington Seeds	247	98 Mail Street – Grimes	Commodity Processor	0.0000	0.0179	0.0939	Low
Sacramento Valley Seed	248	5498 Lurline Avenue - Williams	Commodity Processor	0.0000	0.0039	0.0001	Low
American Tower Corp. – Williams CA 2	252	890 Peto Road - Williams	Communications Site	0.0000	0.0004	0.2799	Low
Arnold's Tractor Service	253	6956 Highway 20 – Colusa		0.0000	0.0000	0.0000	Low
AT&T Corporation – Leesville	254	Leesville Road – Williams	Communications Site	0.0000	0.000976	0.0263	Low
AT&T Corporation – Stonyford	255	4835 Ladoga-Stonyford Road - Stonyford	Communications Site	0.0000	0.00942	6.35	Intermediate
AT&T Corporation – College City	256	770 College City Road – Arbuckle	Communications Site	0.0000	0.0004	0.0054	Low
New Cingular Wireless dba AT&T – Grapevine	257	Grapevine Pass – Stonyford	Communications Site	0.0000	0.0045	3.0436	Intermediate
California Resources Production Corp. – 18K MM	259	Grimes-Arbuckle Road – Grimes	Natural Gas Well	0.0036	0.0000	0.0000	Low
California Resources Production Corp. – Arbuckle Road 36	262	Highway 45 – Grimes	Natural Gas Well	0.0072	0.0004	0.0044	Low
California Resources Production Corp. – Moonbend Colusa Unit	264	Moonbend Road – Colusa	Natural Gas Well	0.0222	0.0000	0.0007	Low
California Resources Production Corp. – DL Moore 17-1	265	Poundstone Road - Grimes	Natural Gas Well	0.0263	0.0000	0.0002	Low
California Resources Production Corp. – GOU 7-23, 7-24	267	Highway 45 - Grimes	Natural Gas Well	0.0021	0.0000	0.0002	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
California Resources Production Corp. – Henshaw 2 MM	269	Steidlmayer Road - Colusa	Natural Gas Well	0.0020	0.0128	0.0549	Low
California Resources Production Corp. – Kalfsbeek MM	271	Poundstone Road – Grimes	Natural Gas Well	0.0003	0.0000	0.0000	Low
California Resources Production Corp. – Kuppenbender 20-3	272	Highway 45 – Grimes	Natural Gas Well	0.0007	0.0000	0.0000	Low
California Resources Production Corp. – South Sycamore 13-1	277	Grimes-Arbuckle Road - Grimes	Natural Gas Well	0.0128	0.0000	0.0007	Low
California Resources Production Corp. – Strain Ranch 16-3 MM	282	Grimes-Arbuckle Road - Grimes	Natural Gas Well	0.0003	0.0003	0.0026	Low
Cal-Vista Erosion Products	283	6999 Greenbay Road - Arbuckle		0.0000	0.0000	0.0000	Low
Tree Line Dryer	286	7251 Tule Road – Arbuckle	Rice Dryer	0.0000	0.0083	0.0055	Low
Colusa Indian Community Council	287	3730 Highway 45 – Colusa	Entertainment	0.0000	0.6181	0.0000	Low
County of Colusa – Migrant Farm Housing	288	400 Theatre Road – Williams	Emergency ICE	0.0000	0.0000	0.0205	Low
County of Colusa–Sheriff’s Department	289	929 Bridge Street – Colusa	Emergency ICE	0.0000	0.0004	2.8512	Intermediate
Farmers’ Rice Cooperative – Abel Rd.	291	6215 Abel Road – Williams	Warehousing/Storage	0.0000	0.0084	0.0001	Low
Federal Aviation Administration	292	Miller Road – Arbuckle	Communications Site	0.0000	0.0000	0.0005	Low
Johnson’s Printing & Design	294	631 Market Street – Colusa	Printer	0.0000	0.0000	0.0000	Low
Level III Communications – Arbuckle	295	6581 Hahn Road – Arbuckle	Communications Site	0.0000	0.0025	1.7095	Intermediate
Level III Communications – Colusa	296	210 10 th Street – Colusa	Communications Site	0.0000	0.0102	6.8600	Intermediate
Maxwell Public Utility District	297	East Avenue – Maxwell	Emergency ICE	0.0000	0.0022	1.4587	Intermediate
Seminis Vegetable Seeds, Inc.	298	1 Seminis Road – Williams	Commodity Processor	0.0000	0.0000	0.0000	Low
New Cingular Wireless dba AT&T – Huffmaster	299	Huffmaster Road – Maxwell	Communications Site	0.0000	0.0000	0.0015	Low
Pacific Bell dba AT&T	300	161 Market Street – Stonyford	Communications Site	0.0000	0.0000	0.0482	Low
PG&E – Colusa Service Station	302	102 2 nd Street - Colusa	Public Utility	0.0000	0.0051	3.4100	Intermediate
PG&E – Cortina Substation	303	5217 Walnut Drive – Williams	Public Utility	0.0000	0.0008	0.0155	Low
PG&E – Grapevine Pass	304	Rail Canyon Road - Stonyford	Public Utility	0.0000	0.0038	2.5570	Intermediate
PG&E – Wild Goose Odorizing Facility	305	4999 Delevan Road – Maxwell	Natural Gas	0.0000	0.0000	0.0000	Low
R&J Farms	306	1245 Putnam Way – Arbuckle	Rice Dryer	0.0000	0.1436	0.1237	Low
California Family Foods – Rice Researchers Bins	307	Gibson Road – Williams	Rice Dryer	0.0000	0.0006	0.0000	Low
Royal Energy – Lonestar MM	308	Lonestar Road – Williams	Natural Gas Well	0.0072	0.0008	0.0077	Low
Royal Energy – Zumwalt MM	310	San Jose Road - Williams	Natural Gas Well	0.0013	0.0012	0.0052	Low

Table 1. Summary of Facilities Reviewed Under AB 2588 (Cont.)

Facility Name	FAC ID	Facility Address	Source Type	Acute Score	Chronic Score	Cancer Score	Priority
Selover's Auto Body	312	401 Jay Street – Colusa	Auto Body Shop	-	-	-	NP
T&P Farms – Grimes Dryer	313	1351 Highway 45 – Grimes	Rice Dryer	0.0000	0.0030	0.0014	Low
T&P Farms – VineSeed	314	1241 Putnam Way – Arbuckle	Commodity Processor	0.0000	0.0001	0.0025	Low
Harvest Petroleum – Wilkins B1 MM	316	White Road – Arbuckle	Natural Gas Well	0.0000	0.0003	0.0003	Low
Valley Select	317	7068 Eddy Road – Arbuckle	Rice Mill	0.0000	0.0002	0.0002	Low
Verizon Wireless – Arbuckle	318	6701 Bailey Road – Arbuckle	Communications Site	0.0000	0.0000	0.0000	Low
Verizon Wireless – Colusa	319	3145 Will S. Green Ave. – Colusa	Communications Site	0.0000	0.0012	0.7902	Low
Verizon Wireless – Delevan	320	Lausten Road - Maxwell	Communications Site	0.0000	0.0000	0.0020	Low
Verizon Wireless – Grimes	321	7822 Buster Road – Grimes	Communications Site	0.0000	0.0031	2.0816	Intermediate
Verizon Wireless – Harrington Ave	322	7068 Eddy Road – Arbuckle	Communications Site	0.0000	0.0000	0.0088	Low
Verizon Wireless – Sites Peak	323	122 Sites Peak Road – Maxwell	Communications Site	0.0000	0.0000	0.0000	Low
Verizon Wireless – Williams	324	890 Peto Road – Williams	Communications Site	0.0000	0.0001	0.0517	Low
Clear Lake Lava dba Williams Redi-Mil	326	1310 Husted Road – Williams	Concrete Batch Plant	0.0000	0.8162	0.0530	Low
Depue Warehouse – Walnut	331	5550 Lurline Avenue – Williams	Commodity Processor	0.0000	0.0110	0.0922	Low
Loves Travel Stop #652	332	100 Marguerite Street – Williams	Gasoline Dispensing Facility	0.1235	0.1289	5.5772	Intermediate
F6F, Inc.	333	4685 Freshwater Road-Williams	Commodity Processor	0.0000	0.0002	0.0017	Low
Strain Farming Company – Walnut	334	7584 Grimes-Arbuckle – Grimes	Commodity Processor	0.0000	0.0022	0.0011	Low
California Resources Production Corp. – GOU 7-5, 7-22	336	5 th Street – Grimes	Natural Gas Well	0.0000	0.0000	0.0000	Low
Verizon Wireless – Colusa Market	339	3341 River Road – Colusa	Communications Site	0.00E+00	0.0032	2.17	Intermediate
Harvest Petroleum – County Line MM	340	County Line Road – Grimes	Natural Gas Well	0.0000	0.0000	0.0010	Low
Harvest Petroleum – Grimes MM	341	Browning Road – Grimes	Natural Gas Well	0.0000	0.0000	0.0001	Low
Western Area Power Administration	342	4749 Standard Road – Maxwell	Gasoline Dispensing Facility	0.0000	0.0000	0.0156	Low
California Resources Production Corp. – Balsdon 1-35A, 3-35	426	Lodi Road – Grimes	Natural Gas Well	0.0000	0.0000	0.0000	Low
California Resources Production Corp. – Moonbend Colusa Unit	449	River Road - Colusa	Natural Gas Well	0.0000	0.0000	0.0000	Low
California Resources Production Corp. – Henshaw 3-15, 4-10	479	Steidlmayer Road – Colusa	Natural Gas Well	0.0000	0.0000	0.0000	Low
California Resources Production Corp. – Poundstone 19-2	526	Cecil Road - Grimes	Natural Gas Well	0.0001	0.0000	0.0000	Low
New Cingular Wireless dba AT&T – 5330 Highway 45	621	5330 Highway 45 – Princeton	Communications Site	0.0000	0.0003	0.2055	Low
Arbuckle Gas Station	622	1125 Highway 99W – Arbuckle	Gasoline Dispensing Facility	0.0000	0.0615	2.5502	Intermediate
Colusa Collision Center	626	533 Main Street – Colusa	Coatings Operation	-	-	-	NP
Reclamation District 108	628	975 Wilson Bend Road - Grimes	Emergency ICE	0.0000	0.0008	0.0279	Low

NOTICE OF PUBLIC HEARING

AIR TOXICS "HOT SPOTS" INFORMATION AND ASSESSMENT ACT OF 1987

PIONEER REVIEW: OCTOBER 11, 2024

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Governing Board of the Colusa County Air Pollution Control District (District) will hold a Public Hearing on **November 12, 2024, at 9:30 a.m.**, or as soon thereafter as may be heard, in the Board Chambers, 546 Jay Street, Suite 108, Colusa, California, to consider the Air Toxics "Hot Spots" Information and Assessment of Act of 1987 annual report of program activities. Pursuant to California Health and Safety Code 44363, the annual report identifies and assesses toxic air emissions from facilities within the District. The annual report may be reviewed at the District office located at 100 Sunrise Boulevard, Suite F, Colusa, California or on the District website: www.countyofcolusaca.gov. For additional information please contact Casey Ryan at 530-458-0583. Written comments may be submitted within thirty (30) days of the date of this notice. Any comments received will be considered. Please submit comments to the Air Pollution Control District Office, attention M. Anastacia Allen, Air Pollution Control Officer, or by calling (530) 458-0590. Comments may also be delivered at or prior to the public hearing to the Colusa County Clerk of the Board of Supervisors, 547 Market Street, Suite 102, Colusa, California.

Date: October 3, 2024

ORIGINAL SIGNED

Patricia Rodriguez, Deputy Clerk

10/11/2024 • CCPR

Attachment: Notice of Public Hearing - AB 2588 (10111 : 2024 AB 2588 Air Toxics "Hot Spots" Program Presentation)