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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

November 8, 2022

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 Agenda Item No.'s 1 through 9.

1. BOARD OF SUPERVISORS
Approve the October 25, 2022 Board of Supervisors Regular meeting minutes.

2. BOARD OF SUPERVISORS/PROCLAMATION
Approve a Proclamation in Recognition of the Extraordinary Service of Senator Jim Nielsen.

3. CLERK RECORDER/ELECTIONS
Appoint Lacey Gimple to the Cortina Community Services District in lieu of election for the November 8, 2022 Election.

4. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
Approve Addendum 1 to MOU with **Anthem Blue Cross of California Partnership Plan** for coordination of services to update the language that is consistent with the Data Sharing Authorization Guidance, and authorize County Administrative Officer to sign

5. PURCHASING AND PROCUREMENT/DISTRICT ATTORNEY/DHHS
Approve purchase of three Motorola Radios utilizing contract #17724-HGAC (TX)-RA05-21 in the amount of $15,101.08 through Sutter Buttes Communications, Inc. for the District Attorney's Multi-Disciplinary Interview Center (MDIC) personnel and authorize the Purchasing Agent to sign the Purchase Orders.

6. PURCHASING AND PROCUREMENT/SHERIFF
Approve purchase of one unmarked vehicle for the Sheriff's Office utilizing State of California contract 1-22-23-23F through Downtown Ford Sacramento in the amount of $68,535.84 and authorize the Purchasing Agent to sign the Purchase Order.

7. PURCHASING AND PROCUREMENT/SHERIFF
Ratify Change Order No. 1 with **Sun Ridge Systems, Inc.** adding services to be performed under the Scope of Work and increasing compensation.

8. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve 2nd Modification to **Valsoft Corporation Inc., dba Cascade Software Systems**, for cost accounting management systems support services.

9. TREASURER
Accept October 2022 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. COUNTY OFFICE OF EDUCATION
1. Update from the County Superintendent of Schools Regarding Williams Settlement Site Visits and other matters of interest.

IV. TREASURER
1. Adopt a Resolution authorizing the distribution of tax defaulted property sale excess proceeds.

V. AG COMMISSIONER/AIR POLLUTION CONTROL
1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution Approving and Authorizing the Application to Administer The Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program for Fiscal Year (FY) 2022-23.

VI. AUDITOR

1. Approve Special Claims.

VII. SHERIFF/JAIL

1. Presentation/update on the progress and current status of S.B. 863 Colusa County Detention and Treatment Facility Project.

VIII. PUBLIC WORKS/COUNTY COUNSEL

1. Second reading by title only and adoption of an Ordinance Repealing Ordinance No. 736 and Amending Ordinance No. 733, granting a County-wide gas pipeline franchise to Central Valley Gas Storage LLC., to continue the franchise and extend the term for 20 years.

IX. PURCHASING AND PROCUREMENT/SHERIFF

1. Make a finding that competitive bidding is not in the best interest of the public for the purchase and install of equipment to outfit three patrol vehicles. **Further**, approve the purchase through Sutter Buttes Communications, Inc. in the amount of $36,559.43 and authorize the Purchasing Agent to sign the Purchase Order.

X. BOARD OF SUPERVISORS

1. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**
   Receive update regarding Colusa County Flood Control and Water Conservation District (CCFCWCD) and Sites Reservoir.

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XIII. CLOSED SESSION/COUNTY COUNSEL

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

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One Case.

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the October 25, 2022 Board of Supervisors meeting minutes

Approve the October 25, 2022 Board of Supervisors Regular meeting minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed regular meeting on October 25, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 10-25-22 (PDF)

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

Minutes
October 25, 2022

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 25th day of October 2022 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Denise J. Carter, Gary J. Evans, Kent S. Boes and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF OCTOBER 11, 2022 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Paragraph (1) of subdivision (d) of Government Code Section 54956.9, Olam Tomato Processors, Inc., and Olam West Coast, Inc. v. County of Colusa, Colusa County Superior Court case No. CV24598. Counsel states direction given to Staff with no reportable action.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Kelley McDowell v. County of Colusa, et.al. Colusa County Superior Court Case Number CV24624. Counsel states direction given to Staff with no reportable action.

I. STAFF REPORTS

Ms. Kelly states there are 4 vacancies on the Passages Area 3 Agency on Aging Advisory Council that are designated for Colusa County and she wanted it known to the Board and public there are vacancies available. She further provides an update for COVID-19 and states they will be holding their annual drive through flu clinic at the Colusa County Fairgrounds on November 9, 2022, from 11 a.m. to 3 p.m.

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

Ms. Tyler states that one of the vacant positions for the Passages Area 3 Advisory Council is a Board of Supervisors seat and she will be adding this seat to the Board appointments that are considered in January. She further states she's asked Ms. Kelly to attend on behalf of the County so there is a County presence.

Ms. Kelly further states the Board of Supervisors may also appoint a designee.

Ms. Gallo-Vasquez states there was an error within the Measure A language in the voter guide and states information regarding the correction was sent to voters.

Ms. Tyler provides an update on both the Adult Residential Facility project in Williams and the Migrant Center improvements. She further states she is working with a group of Department Heads to develop a plan to establish a West side campus that will offer services to that part of the County. She further states that she has been contacted by CalFire regarding an update of the County's Fire Hazard Severity Zones (FHSZ) Fire maps, which will require Public Hearings within a 45 day time frame, by CalFire prior to adoption. She requests the Board's permission to work with CalFire to set up Public Hearings and will notify both RCRC and CSAC of concerns with the new maps and impacts to the County.

CONSENT AGENDA

Chair Corona makes time to approve Consent Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
   Approve the October 11, 2022 Board of Supervisors Regular meeting minutes.

2. TREASURER
   Accept September 2022 Treasury Monthly Investment Report as presented.

3. COMMUNITY DEVELOPMENT/NORTHERN SACRAMENTO IRWM
   Appoint Steve Geiger as Colusa County's staff member to the Northern Sacramento Valley Integrated Regional Water Management Board (IRWM) Technical Advisory Committee for a 2-year term effective October 25, 2022, to October 24, 2024.

4. APPOINTMENT/WILLIAMS CEMETERY DISTRICT
   Appoint Jill Wright (Dist. 3) to the Williams Cemetery District to serve the remainder of an unexpired term effective October 25, 2022 through August 7, 2025. **(Application received: Jill Wright)**

5. AG COMMISSIONER
   Approve Contract No. **C22-216** Cooperative agreement (No. 22-0998-033-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, 2022.

6. CLERK RECORDER/ELECTIONS
   Adopt **Resolution No. 22-047** Appointing Directors To Special Districts in lieu of the November 8, 2022 election.

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

7. CONFLICT OF INTEREST CODES
Approve Conflict of Interest Codes for the City of Colusa and Williams Unified School District.

8. BEHAVIORAL HEALTH
Approve Contract No. **C22-217** First Amendment with **Glenn County**, through its Colusa-Glenn-Trinity Community Action Partnership for the Distribution of California Emergency Solutions and Housing Grant (CESH).

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C22-218** with **Cache Creek Lodge, Inc.,** to provide adult rehabilitation services, effective October 1, 2022.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C22-219** with **Sutter-Yuba Behavioral Health**, to provide outpatient psychiatry services to Colusa County Medi-Cal beneficiaries that request this accommodation, effective September 1, 2022.

11. PURCHASING AND PROCUREMENT/DPW
Approve Contracts for Tree Trimming Services within the County on an as needed basis as follows:

C22-220	**Apex Enterprises Inc,**
C22-221	**West Coast Arborist, Inc.**

12. PURCHASING AND PROCUREMENT/DPW-ROADS
Approve Work Order Contracts for Construction Rental Equipment **WITH** an Operator, effective July 1, 2022 as follows:

C22-222	**Billy Wycoff Construction**
C22-223	**Bailey Heavy Equipment Hauling, Inc. dba Butte Sand & Gravel**
C22-224	**David M. McCullough Excavating**
C22-225	**Quam General Engineering, Inc.**

13. PURCHASING AND PROCUREMENT/DPW-ROADS
Approve Work Order Contracts for Construction Rental Equipment **WITHOUT** Operators, effective July 1, 2022 as follows:

C22-226	**Ahern Rentals**
C22-227	**Herc Rentals Inc.**
C22-228	**Holt of California**
C22-229	**I-5 Rentals**
C22-230	**David M. McCullough Excavating**

14. PURCHASING AND PROCUREMENT/PUBLIC WORKS/EAST PARK
Approve Contract No. **C22-231** with **David Hyatt dba Hyatt Contracting** for the East Park Reservoir Boat Ramp & Bathroom Upgrades.

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

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

III. HUMAN RESOURCES

1. Approve a temporary position for the Clerk-Recorder Registrar of Voters to hire a part time, Extra Help PERS Annuitant in the classification of Extra Help, TPT, $15.00 per hour, effective November 1, 2022, not to exceed 960 hours in a fiscal year and 28 hours per week.

Comments received by Ms. Rhodes.

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

2. Adopt the new classification and job description of Road Maintenance Worker Trainee, set the salary range at MSC10, $2,513 - $4,128 per month, and allocate the classification to the CCEA Miscellaneous Unit.

Comments received by Ms. Rhodes.

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

3. Adopt Revised Job Class Table reflecting a new classification adopted by the Board on October 25, 2022.

Comments received by Ms. Rhodes.

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

IV. AUDITOR

1. Approve Special Claims.

There were no Special Claims.

V. HEALTH AND HUMAN SERVICES/VETERANS SERVICES

1. Adopt **Resolution No. 22-048** Supporting Operation Green Light for Veterans.

Comments received by Mr. Parsons.

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

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

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s IB043-IB046. **(4/5 vote required)**

Comments received by Ms. Moore and Ms. Tyler.

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

2. Approve California Public Utilities Commission Local Agency Technical Assistance Program Consent Form; further, approve Contract No. **C22-232**, Memorandum of Understanding with **Golden State Connect Authority** for Implementation of the Local Agency Technical Assistance Grant for Broadband Expansion.

Comments received by Ms. Tyler.

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

VII. PUBLIC WORKS/ROAD DEPARTMENT

1. Introduction and first reading by title only, of a proposed Ordinance Repealing Ordinance No. 736 and Amending Ordinance No. 733, granting a County-wide gas pipeline franchise to Central Valley Gas Storage LLC., to continue the franchise and extend the term for 20 years ; **Further**, set November 8, 2022 for second reading and adoption and direct the Clerk to publish and post notice of same and designate County Counsel to prepare a summary of the ordinance to be published by the Clerk of the Board at least five days prior to the November 8, 2022 meeting.

Comments received by Mr. Azevedo.

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

VIII. BOARD OF SUPERVISORS

1. Presentation by California State Association of Counties (CSAC) on priorities, the Institute, Foundation and other areas of interest.

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

Comments received by Mr. Knaus and Ms. Tyler.

2. Presentation by Senator Jim Nielsen honoring Supervisor Carter.

Comments received by Senator Nielsen and Assemblyman Gallagher.

Chair Corona declares a recess at 9:56 a.m. to reconvene in Open Session at 10:14 a.m.

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisors Boes

Meetings/functions attended:

- Williams City Council meeting
- BH Employee Appreciation Event
- Williams High School Homecoming parade
- Puptoberfest
- Sac Valley Museum fundraiser

Supervisor Smith

Meetings/functions attended:

- Grimes Small Community Flood Risk Reduction project
- Grimes Water District meeting
- NCWA - Meeting with Director of Water Quality
- Colusa Homecoming
- Measure A Public Meeting

Supervisor Evans

Meetings/functions attended:

- Sites meetings
- Employee Appreciation event at Courthouse
- Forest Service meeting

Supervisor Carter

Meetings/functions attended:

- RCRC Drought Ad-Hoc meeting
- Measure A Public Meetings
- Colusa Groundwater Authority Joint TAC meeting
- RCD Board meeting
- Central Valley Flood Control Association Flood Forum
- Golden State Natural Resources Board meeting
- BH Employee Appreciation Event
- NCWA Sac Valley Celebration

Supervisor Corona

Meetings/functions attended:

- Agenda Review
- Employee Appreciation Event at Courthouse
- Cross County meet in Arbuckle
- Measure A Public Meeting

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

Constituent Calls
Running for Heroes Gala

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

Chair Corona adjourned the meeting at 10:14 a.m. to reconvene in Regular Session on November 8, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: Minutes 10-25-22 (8709 : Approve the October 25, 2022 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve Proclamation Recognizing Senator Jim Nielsen

Approve a Proclamation in Recognition of the Extraordinary Service of Senator Jim Nielsen.

Detailed Description/Background of request

Approve a Proclamation in recognition of the extraordinary service of Senator Jim Nielsen for his dedication to public service, leadership in advancing the development of water infrastructure throughout California, commitment to the citizens of Colusa County and for his unwavering support of the Sites Reservoir Project.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Do what you do with Proclamations and give to Supervisor Carter

ATTACHMENTS:

- Proclamation for Senator Jim Nielsen FINAL (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IN RECOGNITION OF THE EXTRAORDINARY SERVICE OF SENATOR JIM NIELSEN

WHEREAS, Senator Jim Nielsen has strong agricultural roots, growing up on a small farm in the San Joaquin Valley, and graduating from Fresno State, with a Bachelor's Degree in Agricultural Business. He worked as foreman of the family cattle, field and row crop ranch; and

WHEREAS, Senator Jim Nielsen began his political career in 1978 as a California State Senator where he served as the Republican Leader from 1983 to 1987. He was appointed to the Agricultural Labor Relations Board in 1991 and then, in 1992, was appointed by Governor Pete Wilson as the Chairman of the California Board of Prison Terms where he served until 2007. In November 2008 he was elected to represent the North State's Second Senate District where he continues to serve; and

WHEREAS, Senator Jim Nielsen was appointed in 2019 by the Speaker of the Assembly to sit on the Little Hoover Commission, an independent state oversight agency with a mission to investigate state government; and

WHEREAS, Senator Jim Nielsen has been a tireless champion for the Williamson Act and recognizes the importance of viable farms and ranches for the benefit of our County and all of California; and

WHEREAS, Senator Jim Nielsen has been a steadfast leader in Northern California, advocating for solutions to our statewide water management issues. Senator Nielsen was instrumental in crafting the Water Storage Investment Program (WSIP), which dedicated $2.7 billion for investments in water storage projects as part of the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, Senator Jim Nielsen has played a vital role in supporting the Sites Reservoir Project's application to the California Water Commission to secure funding from the WSIP program, enabling the Sites Project Authority to ultimately secure $816 million of Proposition 1 funding to advance the Project; and

WHEREAS, Senator Jim Nielsen has enjoyed a distinguished career in State government and during his tenure he has served as a strong and deeply caring advocate for all of Northern California and its people, land, and natural resources;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Colusa, that we express our heartfelt appreciation to Senator Jim Nielsen, a true gentleman, for his dedication to public service and commitment to the citizens of Colusa County, for his leadership in advancing the development of water infrastructure throughout California, and for his unwavering support of the Sites Reservoir Project. We extend our sincere best wishes to him and his family for the next chapter of their life.

PASSED AND ADOPTED this 8th day of November 2022

J. Merced Corona, Chairman

Denise J. Carter, District V

Daurice K. Smith, District II

Kent S. Boes, District III

Gary J. Evans, District IV

Attachment: Proclamation for Senator Jim Nielsen FINAL [Revision 2] (8721 : Approve a Proclamation Honoring Senator Jim Nielsen)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Clerk Recorder/Elections

FROM: Rose Gallo-Vasquez

SUBJECT: Appointment to the Cortina Community Services District board in lieu of the November 8, 2022 Election.

Appoint Lacey Gimple to the Cortina Community Services District in lieu of election for the November 8, 2022 Election.

Detailed Description/Background of request

In the Cortina Community Services District the number of declared candidates for the November 8, 2022 election did not exceed the number of seats to be filled. Two candidates filed for 3 seats leaving one four-year seat where no candidate had filed. Those two candidates were appointed at the October 25, 2022 meeting. Since that time, the District has submitted a recommendation letter to the Colusa County Board of Supervisors requesting that Lacey Gimple be appointed in lieu of election to fill the third seat (Elections Code Section 10515(b)).

When the number of declared candidates to a particular open seat does not exceed the number of seats to be filled, California Elections Code section 10515(a) provides in part that if by 5 p.m. on the 83rd day prior to the day fixed for the general district election a petition signed by 10 percent of the voters or 50 voters requesting that the general district election be held has not been presented to the officer conducting the election and one of the conditions specified in 10515 (a) apply, the supervising authority shall appoint, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, the person or persons, if any, who have filed declarations of candidacy. No petition was received requesting an election be held in any of the districts.

In those cases where no one has filed a declaration of candidacy Elections Code section10515(b) applies. In that case, "*if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office."*

Prior Board Action

The Board of Supervisors Appointed the two candidates that filed for office, in lieu of election at the October 25, 2022 meeting.

Fiscal Impact/Funding Source

Action for the Clerk

Provide a copy of the board order motion to County Elections official upon completion.

ATTACHMENTS:

- Gimple letter to County_signed (PDF)

Cortina Community Services District
PO Box 43
Arbuckle CA 95912

Karl Drexel, General Manager
(707) 318-7369
karl@kdmanagement.us

Rod Bradford, Chairman
Karen Gage, Director
Dolores Gomez, Director
Kimberly Valles, Director
Jesika Johnson, Director

October 24, 2022

To: Colusa County Board of Supervisors

We, the Board of Directors of the Cortina Community Services District, recommend Lacey Gimple for the open four-year seat on our board that was created by only having two candidates register for the three open board seats on the November 8, 2022 ballot.

Lacey resides at 6573 Dolbow Way in Reddington Ranch, Arbuckle, CA 95912. As a homeowner and registered voter in the district, she is qualified to sit on the board.

Please accept our recommendation to appoint Lacey Gimple to the Cortina Community Services District Board of Directors, in lieu of an election. .

Rod Bradford, President, Cortina Community Services District

Attachment: Gimple letter to County_signed (8712 : Appointment to Cortina Community Services District)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Addendum 1 to the MOU with Anthem Blue Cross of California Partnership Plan for coordination of services

Approve Addendum 1 to MOU with **Anthem Blue Cross of California Partnership Plan** for coordination of services to update the language that is consistent with the Data Sharing Authorization Guidance, and authorize County Administrative Officer to sign

Detailed Description/Background of request

DHHS is requesting an approval of the Addendum 1 with Anthem Blue Cross to update the language from the original MOU to make it consistent with the most recent Data Sharing Authorization Guidance

Prior Board Action

C16-033

Fiscal Impact/Funding Source

No impact on County General fund

Action for the Clerk

Please obtain the signatures and send the executed addendum to:

Emely Arienza

Program Manager, CA Medicaid Health Plan

11030 White Rock Rd., Ste 100

Rancho Cordova, CA 95670-6086

(916)214-5719

Emely.arienza@anthem.com

ATTACHMENTS:

- PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 (DOCX)
- C16-033 MOU Anthem Blue Cross (PDF)

COLUSA COUNTY ADDENDUM NO 1

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA AND BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)

This Addendum is made and entered into as of this 8th day of November 2022, by and between the Department of Health and Human Services, Public Health of Colusa County a political subdivision of the State of California, Division of Public Health Services, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as "Anthem").

WHEREAS, Anthem and County of Colusa are parties to a Memorandum of Understating (the "***MOU***") dated April 5, 2016.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. Language from the original MOU(s) shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in the original MOU(s), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	MHP	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge Colusa County is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in the original MOU (s) Colusa County provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Colusa County acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge Anthem is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in original MOU(s), Anthem provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Anthem acknowledges it is solely responsible for its compliance with HIPAA.

Attachment: PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 [Revision 1] (8685 : Addendum 1 to the

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

Blue Cross of California Partnership Plan, Inc. (Anthem):

Signature: _____

Print Name: ____Les Ybarra_____

Title: ____President, CA Medicaid_____

Date: _____

County of Colusa:

_____ _____
Wendy G. Tyler, CAO for Date
Colusa County Public Health

Approved as to Form, County Counsel by:

_____ _____
Date

Attachment: PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 [Revision 1] (8685 : Addendum 1 to the

MEMORANDUM OF UNDERSTANDING
between
ANTHEM BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN and
COUNTY OF COLUSA for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 5th day of April, 2016 by and between Colusa County a Political Subdivision of the State of California, and ANTHEM BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN ("ANTHEM"), a health care service plan, to facilitate coordination of services separately arranged and delivered by Colusa County ("COUNTY") and ANTHEM (hereinafter referred to as the "Parties" collectively or a "Party" individually).

WHEREAS, ANTHEM has executed or will execute a contract ("Medi- Cal Contract") with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to ANTHEM ("Members") in the county or counties where ANTHEM is approved to operate under the terms of its Medi-Cal Contract ("Service Area").

WHEREAS, COUNTY, through its Department of Health and Human Services is mandated by State of California ("State") and federal laws to provide specific public health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, ANTHEM is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain public health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective on the 5th day of April, 2016 and shall automatically renew annually thereafter.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving ANTHEM sixty (60) days advance written notice.

B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by ANTHEM or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by ANTHEM or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by ANTHEM under this MOU, it is mutually understood and agreed that ANTHEM, including any and all of ANTHEM's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which ANTHEM shall perform its work and function. ANTHEM and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, ANTHEM shall have absolutely no right to employment rights and benefits available to COUNTY employees. ANTHEM shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ANTHEM shall be solely responsible and save COUNTY harmless from all matters relating to payment of ANTHEM's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, ANTHEM may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of ANTHEM Board of Directors shall disclose any self-dealing transactions that they are a Party to while ANTHEM is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which ANTHEM is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self- dealing transactions to which they are a Party.

7. CONFIDENTIALITY

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, ANTHEM shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

ANTHEM	COUNTY
Anthem Blue Cross of California Partnership Plan	County of Colusa
2868 Prospect Park Drive, Suite 100	Department of Health & Human Services
Rancho Cordova, CA 95670	251 E. Webster St.
(916) 589-3078	Colusa, CA 95932

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and ANTHEM provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Colusa County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

12. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and Department of Public Health.

13. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between ANTHEM and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

Anthem Blue Cross of California Partnership Plan

Signature:

Print Name: Stephen L. Melody

Title: President

Date: 4-12-16

ECM #:

Colusa County Department of Health & Human Services

Signature:

Print Name: Denise J. Carter

Title: Chair, Board of Supervisors

Date:

Tax Identification Number: 94-6000-508

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By , Deputy
FOR: Ann Nordyke

To be completed by only:
Effective Date of Agreement:

Included in Agreement	Attachment/Exhibit
	Attachment 1 – Maternal, Child, and Adolescent Health Program
	Attachment 2 – California Children's Services
	Attachment 3 – Child Health and Disability Prevention Program
	Attachment 4 – Tuberculosis Direct Observes Therapy

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Attachment 1
THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM

Colusa County Department of Health and Human Services (CCDHHS) is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in Colusa County. CCDHHS carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program ("MCAH Program") and its Comprehensive Perinatal Services Program ("CPSP"). Through CPSP, a program administered through MCAH, CCDHHS integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

While ANTHEM Members may be eligible for MCAH services, the Parties understand and agree that these services are not covered by ANTHEM under its contract with the Department of Health Care Services and ANTHEM will not be responsible for compensation to CCDHHS County, or any division thereof, for such services.

The Parties hereby agree to coordinate services relative to the MCAH Program as follows:

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
A. Policies and Procedures	1. MCAH will maintain a copy of pertinent ANTHEM policies and procedures, as appropriate.	1. ANTHEM will provide a copy of pertinent ANTHEM policies and procedures to the MCAH Program.
B. Liaison	1. The appropriate Division Manager or MCAH Program designee will coordinate activities with ANTHEM and will notify County MCAH Program staff of their roles and responsibilities. • The Perinatal Services Coordinator (PSC) will be the liaison with ANTHEM for all Comprehensive Perinatal Services Program (CPSP) activities. • The goal of the PSC is to communicate and collaborate with ANTHEM to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers. 2. MCAH Program and ANTHEM staff will meet quarterly or more frequently, if requested by either liaison. 3. MCAH Program staff will work with ANTHEM to develop, implement, and coordinate a work	1. ANTHEM will appoint a designee to coordinate activities with County MCAH Program staff and who will notify ANTHEM employees and Contracting Providers of their roles and responsibilities. 2. ANTHEM and MCAH staff will meet quarterly or more frequently, if requested by either liaison. 3. ANTHEM staff will work with MCAH Program staff to develop, implement, and coordinate a work plan as indicated.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	plan as indicated.	
C. Outreach	1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators. 2. MCAH Program staff will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources.	1. ANTHEM will inform Members of maternal and child health services available from MCAH and ANTHEM. 2. ANTHEM will collaborate with MCAH outreach staff to reasonably ensure early access to care upon notification of pregnant Members. 3. ANTHEM will ensure pregnant Members have access to CPSP services.
D. Appointment Scheduling and Transportation Assistance	1. MCAH Program staff will assist in linking eligible pregnant women with ANTHEM as appropriate and as identified through the established outreach and CCM systems.	1. ANTHEM Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services. 2. ANTHEM will provide transportation assistance to disabled Members in accordance with its transportation policy.
E. Health Education	1. The PSC will collaborate with State Department of Public Health MCAH Branch and/or ANTHEM provider education, as mutually agreed and as described in the work plan. 2. As resources allow, MCAH Program staff may provide community-wide education on relevant MCAH Program topics.	1. ANTHEM will provide education to Contracting Providers and their staff regarding perinatal issues, breastfeeding, and women's health. 2. ANTHEM and its Contracting Providers will provide Member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women's health. 3. ANTHEM will collaborate with PSC on provider education relevant to CPSP guidelines.
F. Case Management	1. The appropriate Division Manager, or MCAH Program designee, will provide technical assistance and consultation to ANTHEM on available perinatal and community resources and linkages, as requested. 2. MCAH Program staff may assist in providing coordination of care and	1. ANTHEM Primary Care Physicians are responsible for primary care case management, coordination of referrals, and continuity of care. 2. ANTHEM Primary Care Physicians are responsible for following up on missed

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Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	supplemental support services for ANTHEM Members, including hard-to-reach pregnant women and those identified as high risk, with ANTHEM, as resources allow and as available through outreach and CCM systems. 3. MCAH Program will accept referrals of high-risk pregnant women for case management services, as capacity allows.	appointments. 3. ANTHEM Primary Care Physicians are responsible for assessing and referring pregnant women, when appropriate, to available community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.
G. CPSP Application Approval	1. The PSC will provide to ANTHEM, on a quarterly basis, any changes in the CPSP application process. 2. The PSC will assist providers in the CPSP application process. 3. On a quarterly basis, the PSC will provide ANTHEM with a list of State-approved CPSP providers.	1. ANTHEM has the primary responsibility for provider recruitment and credentialing on CPSP Panel. 2. ANTHEM will encourage providers not already approved by the State to provide CPSP services to apply to the State for approval. 3. ANTHEM will encourage and support CPSP community training and education provided by State and local MCAH Program for Contracting Providers and their staff.
H. Planning and Referral of Services	1. MCAH Program staff will collaborate with ANTHEM in identifying unmet health and service needs. 2. MCAH Program outreach staff will assist in linking eligible pregnant women, with ANTHEM as appropriate and as identified through the available outreach and CCM systems. 3. MCAH Program staff will provide referral form to ANTHEM.	1. ANTHEM will strive to identify service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency. 2. ANTHEM will develop procedures for continuity of care following termination of a Member's coverage with ANTHEM.
I. Data Collection and Quality Assurance	1. The appropriate Division Manager or MCAH Program designee retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them. 2. At the State's request, the PSC will	1. ANTHEM will monitor services to ensure they are provided in accordance with ANTHEM quality management program requirements. 2. ANTHEM will collect needed data indicators through ANTHEM

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Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	assist the State in follow-up of corrective action plans identified by audits. 3. The PSC will provide consultation and ongoing review of ANTHEM CPSP requirements implemented by their Contracting Providers. 4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.	resources. 3. ANTHEM will develop corrective action plan when standards are not met. 4. ANTHEM will ensure collection and analysis of data available through ANTHEM MIS on a quarterly basis and will share the data with appropriate Division Manager or MCAH Program designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan. 5. ANTHEM will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. ANTHEM will encourage families with fetal/infant deaths to participate with FIMR client interviews. 6. ANTHEM will collaborate with PSC on quality management compliance and oversight activities with CPSP providers or any primary care physician providing care to pregnant women. 7. ANTHEM will provide a list of their OB Contract Providers to the ANTHEM PSC on a quarterly basis.
J. Perinatal Access	1. The appropriate Division Manager or MCAH Program designee will work closely with ANTHEM and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women. 2. MCAH Program staff will provide	1. ANTHEM will participate with MCAH Program liaison and community groups to address access to care issues of eligible pregnant women and their children. 2. ANTHEM will use reasonable efforts to refer pregnant women and their infants to culturally

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Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	a list to ANTHEM of other health care resources for pregnant and parenting Members who may lose Medi-Cal eligibility.	competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis. 3. ANTHEM will provide to the appropriate Division Manager or PSC, on a quarterly basis, a list of Contracting Providers.
K. Provider Network	1. PSC will provide a current list of CPSP providers to ANTHEM on a quarterly basis. 2. PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow. 3. PSC will provide technical assistance to ANTHEM on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist ANTHEM in developing plans with providers to resolve any identified needs and/or deficiencies. 4. PSC will provide consultation to ANTHEM on perinatal health education resources available to Contracting Providers and support the provision of CPSP comprehensive perinatal care. 5. PSC will distribute CPSP provider program information to all certified CPSP providers in ANTHEM. 6. PSC will collaborate with ANTHEM on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community.	1. ANTHEM has the primary responsibility for Contracting Provider recruitment and credentialing. 2. ANTHEM will ensure that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards. 3. ANTHEM will disseminate CPSP provider information to applicable Contracting Providers. 4. ANTHEM will inform Contracting Providers of available community education services and encourage participation or use.
L. Monitoring	1. Local MCAH Program and ANTHEM staff will meet at least quarterly to monitor this	1. Liaisons from ANTHEM and the local MCAH Program will meet at least quarterly to monitor this

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Service	County Maternal, Child, and Adolescent Health Program ("MCAH Program") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 3. The appropriate Division Manager or MCAH Program designee and ANTHEM will conduct an annual review of this Agreement.	Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed. 3. ANTHEM and the appropriate Division Manager or MCAH Program designee will conduct an annual review of this Agreement.
M. Conflict Resolution	1. Issues that cannot be resolved by the MCAH Program liaison will be referred to the MCAH Program Medical Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.	1. Issues that cannot be resolved by the ANTHEM liaison will be referred to the ANTHEM Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.

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Attachment 2
CALIFORNIA CHILDREN'S SERVICES

The California Children's Services ("CCS") Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations greater than 200,000 (independent counties), the CCS Program is administered locally by the county. In counties with populations under 200,000 ("dependent counties"), the Department of Health Care Services' Children's Medical Services ("CMS") Branch administers the program in coordination with the respective county and provides medical case management and eligibility and benefits determination through its regional offices.

Colusa County is a dependant county and administers the CCS Program through the Department of Health Care Services' Children's medical Services ("CMS") Branch.

While Anthem Blue Cross of California Partnership Plan ("ANTHEM") Members may be CCS-eligible, the Parties understand and agree that CCS services are not covered by ANTHEM under its contract with the Department of Health Care Services and ANTHEM will not be responsible for compensation to Colusa County, or any division thereof, for such services.

ANTHEM and its contracting providers will identify children with potential CCS-eligible conditions and arrange for their referral to the Colusa County CCS office. Services not related to the CCS-eligible condition will be provided by ANTHEM and ANTHEM will make every effort to coordinate with the CCS-approved provider.

The Parties hereby agree to collaborate services relative to CCS as follows:

Service	County California Children's Services ("CCS") Program Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
A. Liaison	1. Designate a liaison to ANTHEM who will be the program's point of contact for the health ANTHEM and its networks to coordinate all related activities. 2. Meet, at a minimum, quarterly, to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level. It will be the responsibility of both the County CCS liaison and ANTHEM liaison to coordinate meetings.	1. Designate a liaison to CCS to coordinate and track referrals. 2. Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level. It will be the responsibility of both the County CCS liaison and the CHSP liaison to coordinate meetings.
B. Provider Training	1. Collaborate with ANTHEM to assist with the development of CCS related policies and procedures, as needed by ANTHEM and CCS. 2. Collaborate with ANTHEM to provide multiple initial training	1. Develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS Program.

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Service	County California Children's Services ("CCS") Program Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	opportunities that will give providers an understanding of the CCS Program and eligibility requirements. 3. Dependant County Operations Section (DCOS) on behalf of Colusa County CCS will consult with primary care providers and/or specialty providers on a case-by-case basis. 4. Support ongoing training opportunities as needed.	2. Provide multiple initial training opportunities, in conjunction with the local CCS Program, for primary care providers, including organized provider groups and support staff, in order to ensure awareness and understanding of the CCS Program and eligibility requirements. 3. Collaborate with CCS to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the ANTHEM and the CCS Program in authorizing services for subscribers with CCS-eligible conditions. 4. Maintain training opportunities on, at least, an annual basis.
C. CCS Provider Network	1. Provide ANTHEM with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers. 2. Coordinate with the CMS Branch to assure identification of local CCS provider network to ANTHEM. 3. Coordinate with ANTHEM to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed.	1. Develop a process to review ANTHEM providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled. 2. Identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers. 3. Ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate ANTHEM specialist.
D. Case Identification and Referral	1. Provide technical assistance to ANTHEMs for the development of ANTHEM policies, procedures, and protocols for making referrals to the program, including necessary medical documentation. 2. DCOS on behalf of Colus County CCS will determine medical	1. Develop procedures, in conjunction with the local CCS Program, for ANTHEM or provider to submit the necessary documentation to determine medical eligibility at the time of referral. 2. Develop procedures to specify that

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Service	County California Children's Services ("CCS") Program Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	eligibility within five working days of receiving adequate medical documentation of the suspicion of a CCS eligible condition. 3. Ensure that provider, designated ANTHEM personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination. DCOS will provide medical consultation as appropriate during the time period from referral to medical eligibility determination. 4. Authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established. 5. Coordinate with ANTHEM liaison and network designees to share a tracking list of CCS eligibles who are known to the ANTHEMs. The list will include name, CCS case number, birth date, social security number (if known), CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known.	providers are to refer a subscriber to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which medically necessary services may be approved.) 3. Inform families of subscribers of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined. 4. Arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the CCS Program for a condition determined to be CCS eligible.) 5. Develop with network designees, where applicable, a monthly tracking list to include: name of referred subscriber; address and telephone number; birth date; social security number (if known); ANTHEM eligibility status; primary care provider name, address, and telephone number; and ANTHEM number and enrollment /disenrollment dates to be used for coordination and follow-up with the local CCS Program.
E. Case Management/Tracking and Follow-Up	1. Assist ANTHEM in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into the CCS Program. 2. Provide case management services	1. Utilize tracking system to coordinate health care services for members receiving services authorized by the CCS Program. 2. Develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services

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Service	County California Children's Services ("CCS") Program Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as Local Education Agencies and Regional Centers.	and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations. 3. Develop policies and procedures that specify coordination activities among primary care providers, specialty providers, and hospitals and communication with CCS Program case managers.
F. Quality Assurance and Monitoring	1. Conduct jointly with the ANTHEMs, regular reviews of policies and procedures related to this agreement. 2. Participate, at a minimum, in quarterly meetings with the ANTHEM to update policies and procedures as appropriate. 3. Review and update protocol on an annual basis in conjunction with ANTHEM. 4. Develop work ANTHEM, in conjunction with ANTHEM, to monitor the effectiveness of the MOU and ANTHEM/CCS interface.	1. Conduct jointly with the CCS Program, regular reviews of policies and procedures related to this agreement. 2. Participate, at a minimum, in quarterly meetings with the CCS Program to update policies and procedures as appropriate. 3. Review and update protocols annually in conjunction with the CCS Program. 4. Develop work ANTHEM, in conjunction with CCS, that will monitor the effectiveness of the MOU and the ANTHEM/CCS interface.
G. Conflict Resolution	1. Assign appropriate CCS Program management and professional/liaison staff to participate with ANTHEM management staff in the resolution of individual subscriber issues as they are identified. 2. Assign appropriate CCS Program/liaison staff to participate in, at a minimum, quarterly meetings with ANTHEM management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training,	1. Assign appropriate ANTHEM management/liaison staff to participate with the local CCS Program management and professional staff in the resolution of individual subscriber issues as they are identified. 2. Assign appropriate ANTHEM management/liaison staff to participate in, at a minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County California Children's Services ("CCS") Program Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	billing, provision of appropriate services, and authorization of services. 3. If disagreement regarding medical eligibility and program benefits determination exists, the applicant or client may submit written request to CCS for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS. Appeals will be submitted to DCOS.	authorization of services. 3. Refer issue to the appropriate CMS Regional Office if problem cannot be resolved locally.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Attachment 3
THE CHILD HEALTH AND DISABLILTIY PREVENTION PROGRAM

The Child Health and Disability Prevention ("CHDP") Program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the Federal Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT") Program. The CHDP Program also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

Colusa County administers the CHDP Program through Colusa County Department of Health and Human Services, Public Health Division will maintain responsibility for and oversight of the CHDP Program consistent with 17 CCR 6800 et seq., and any other applicable laws and regulations.

Anthem Blue Cross of California Partnership Plan ("ANTHEM") will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21, as required by the Medi-Cal Contract. ANTHEM will ensure the overall coordination of care and case management of its Members who obtain CHDP services through the local providers, school districts, or school sites.

The Parties understand and agree that ANTHEM will not be responsible for compensation to Colusa County, or any division thereof, for the provision of CHDP Program services.

The Parties hereby agree to coordinate services relative to the CHDP Program as follows:

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
A. Liaison	1. Appoint CHDP Deputy Director or designee to coordinate activities with ANTHEM and to notify ANTHEM and CHDP staff of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison.	1. ANTHEM will appoint a Senior Public Health Administrator to coordinate activities with ANTHEM and CHDP staff and to notify ANTHEM employees and Contracting Providers of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison.
B. Policies and Procedures	1. CHDP will maintain a copy of pertinent ANTHEM policies and procedures, as appropriate. 2. CHDP will provide a copy of pertinent CHDP policies and procedures to ANTHEM.	1. ANTHEM will provide a copy of pertinent ANTHEM policies and procedures to the CHDP program. 2. ANTHEM will maintain a copy of pertinent CHDP policies and procedures, as appropriate.
C. Outreach	1. CHDP program staff will outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible. 2. CHDP will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure	1. ANTHEM will inform Members of available CHDP or CHDP equivalent services. 2. ANTHEM will provide CHDP office with a current list of Contracting Providers. 3. ANTHEM will ensure Members are assigned to appropriate

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	that face-to-face informing about entitlement to CHDP Services is done. 3. CHDP program staff will provide informing, referral and documentation to persons referred by PM357s from DSS following DSS' basic informing efforts. 4. CHDP program staff will coordinate with ANTHEM outreach to Members disenrolled from managed care.	Contracting Primary Care Physicians. 4. ANTHEM staff will contract ANTHEM members not utilizing preventive health services, and refer appropriately. 5. ANTHEM will inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligibles that terminate from ANTHEM.
D. Appointment Scheduling and Transportation Assistance	1. CHDP program staff will handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance by referring to ANTHEM Member Services Department.	1. ANTHEM Primary Care Physicians are primarily responsible for providing CHDP equivalent services, or as otherwise specified in the Medi-Cal Contract, and for referring Members to appropriate physician specialist services. 2. ANTHEM will provide transportation assistance to Members in accordance with CHDP transportation policies. 3. ANTHEM will handle Member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.
E. Tracking and Following-Up	1. CHDP program staff will provide consultation to ANTHEM Contracting Providers in tracking hard to reach clients. 2. CHDP programs staff will provide assistance and technical consultation to ANTHEM and Contracting Providers in making referrals to appropriate community resources and agencies. 3. CHDP will provide list of dentists who accept Medi-Cal, updated yearly.	1. ANTHEM Primary Care Physicians are responsible for primary care case management, including tracking Members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care. This includes tracking and follow up of all documented 4's and 5's on the PM 160 within 120 days according to CHDP regulations 2. ANTHEM Primary Care Physicians are responsible for follow-up missed appointments in accordance with ANTHEM

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
		procedures. 3. ANTHEM Primary Care Physicians are responsible for referring those children who have lost Medi-Cal eligibility and ANTHEM coverage and still require treatment to the CHDP program. 4. ANTHEM Primary Care Physicians are responsible for referring Members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services. 5. ANTHEM Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam. 6. ANTHEM shall notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and ANTHEM coverage, and still need treatment.
F. Health Education	1. CHDP program staff will perform community-wide education about child health issues, including CHDP services. 2. CHDP program staff will make health education resources available to ANTHEM and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow. 3. CHDP program staff will meet with ANTHEM liaison at the quarterly meetings.	1. ANTHEM Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines. 2. ANTHEM health educators will coordinate prevention activities targeted to children and teens with CHDP staff. 3. ANTHEM staff will meet with CHDP health education staff at the quarterly meetings.
G. Provider Network	1. CHDP will act as a consultant to ANTHEM and its Contracting Providers regarding CHDP policies	1. ANTHEM assumes the primary responsibility for Contracting Provider recruitment and

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	and guidelines, including ongoing programmatic update. 2. CHDP will assist ANTHEM in provider training on CHDP standards, as requested. 3. CHDP will distribute all CHDP provider notices to ANTHEM Contracting Providers and identified ANTHEM staff.	credentialing. 2. ANTHEM will provide training to Contracting Providers on CHDP standards. 3. ANTHEM will provide a list of Contracting Providers to the CHDP program at the time the list is updated.
H. Data Collection	1. CHDP will share data as requested.	1. ANTHEM will collect and submit to State and local CHDP program performance measure data required on PM160 Information Only form.
I. Quality Assurance	1. CHDP will provide consultation to ANTHEM regarding EPSDT/CHDP mandates, standards and policies. 2. CHDP program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations. 3. When a problem Provider is identified based on Member complaints, or other information, CHDP will alert ANTHEM to initiate investigation. 4. CHDP will assist in implementation of corrective action plan, as indicated. 5. Coordinate efforts with ANTHEM to improve quality of care for CHDP recipients.	1. ANTHEM will monitor Contracting Provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements, establish standards and policies to implement mandates and determine provider qualifications. 2. ANTHEM will collect needed data indicators. 3. ANTHEM will develop corrective action plan when standards are not met. 4. ANTHEM will implement corrective action plan. 5. Collaborate with CHDP staff or review of PM160 data to identify training needs.
J. Monitoring	1. Liaisons will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.	1. Liaisons will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Service	County Child Health and Disability Prevention Program ("CHDP") Responsibilities	Anthem Blue Cross of California Partnership Plan ("ANTHEM") Responsibilities
	3. CHDP will maintain a Problem Resolution Log.	be called. 3. ANTHEM will maintain a Problem Resolution Log
K. Conflict Resolution	1. CHDP staff will be responsible to communicate issues not immediately resolvable to the State Children's Medical Services Branch.	1. ANTHEM staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Attachment 4
MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF COLUSA COUNTY PUBLIC HEALTH DIVISION, TB Control (CCPHD) and Anthem Blue Cross of California Partnership Plan (ANTHEM)
for
TUBERCULOSIS CONTROL

Category	Colusa County Public Health Division TB Control (CCPHDTBC)	Anthem Blue Cross of California Partnership Plan ("ANTHEM") responsibilities
Liaison	1. The CCPHDTBC will: a) Serve as a liaison to coordinate activities with ANTHEM. b) Notify relevant CCPHDTBC staff and ANTHEM staff of their roles and responsibilities with respect to TB services.	1. Local Quality Management (QM) nurse and/or their designee will serve as liaison to coordinate all TB related activities and will: a) Meet quarterly with CCPHDTBC to review both parties roles and responsibilities, operational issues and to mutually resolve any issues identified as needing attention. b) Notify their providers and contracted providers of their roles and responsibilities.
Reporting & Data Collection	1. The CCPHDTBC will: a) Inform ANTHEM of TB reporting procedures and requirements for their providers as mandated by law. b) Provide ANTHEM with the appropriate TB report forms or electronic links to the reporting forms. c) Maintain a comprehensive TB case registry of patients with TB disease. d) Report to the CDC any confirmed case of TB. e) Collect and analyze TB case and contact data f) Compile all mandated data on tuberculosis and share with ANTHEM as requested.	1. ANTHEM will instruct all providers to report any suspected or confirmed cases of tuberculosis within one business day of identification to CCHPDTBC, communicable disease program in accordance with the *California Code of Regulations (CCR) Title 17, Section 2500 and the Health and Safety code, Section 121362.* 2. ANTHEM will instruct all providers to examine or refer household contacts for examination, and report results when requested by the CCPHD Health Officer. *Health and Safety code, Section 121363* 2. ANTHEM will instruct their providers to share any and all TB suspect and case medical information needed to complete the required CDC reporting forms.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Treatment	1. CCPHDTBC will: a) Will respond promptly to ANTHEM-reported information. b) Provide technical assistance regarding standards of care to ANTHEM providers as needed. c) Keep in regular communication with ANTHEM providers. d) Collaborate with ANTHEM to identify and address member barriers to treatment. e) Follow-up on TB suspects, cases and contacts that are inconsistent or non –compliant with maintaining their clinical care. f) Follow-up and ensure medical care and treatment for TB suspects, cases and contacts who lose their medical eligibility,	1. Prior to implementation and as needed thereafter, ANTHEM will instruct providers to: a) Consult with the CCPHDTBC regarding current treatment recommendations and protocols for TB cases, suspects and contacts per the California Tuberculosis Controllers Association (CTCA) Guidelines and the CDC Core Curriculum on Tuberculosis: What the Clinician should know. b) Obtain monthly sputum smears and cultures until documented conversion to negative culture. c) Follow CCPHDTBC recommendations regarding clinical management of the TB suspects, cases and contacts including but not limited to initial ongoing laboratory testing and other diagnostic methods necessary to determine clinical improvement and cure. d) Ensure that all TB suspects and cases will be HIV tested prior to or at the beginning of treatment. 2. ANTHEM will utilize most recent ATS, CDC and CTCA recommendations: a) Make available fixed-dose combinations preparations of anti-TB drugs for members when not contraindicated. b) Refer all TB suspects and cases to CCPHDTBC for assessment of and DOT. 3. ANTHEM will instruct their providers based on *Health and Safety Code Section 121362* to: a) Promptly submit initial and updated treatment plans to CCPHDTBC at least every three months until treatment is completed. b) Report to CCPHDTBC when the patient does not respond to treatment. c) Promptly report drug susceptibility results to CCPHDTBC.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

		d) Notify CCPHDTBC of adverse reactions to TB medications and changes in medication orders. e) Assess TB suspects and cases for potential barriers to adherence to treatment and to collaborate with CCPHDTBC to identify and address barriers. f) Report to CCPHDTBC when patient ceases TB treatment including patient failure to keep appointments, relocates, transfers care or discontinues treatment.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Case Management	1. CCPHDTBC will assign a case manager for all TB suspects and cases within their jurisdiction, including those diagnosed by ANTHEM providers who will: a) Assess risk of TB transmission within 1 business day of notification by ANTHEM if the patient is infectious, and within 3 business days for all other TB patients take any necessary steps to prevent further transmission. b) Interview and see the patient face to face within 1-3 business days of diagnosis and then as needed to assess and ensure treatment adherence until the patient completes therapy. c) Ensure continuity of care through ongoing communication with CCPHD TB Control Program. d) Assess and address potential barriers to treatment adherence. *e)* Review request for hospital discharge or transfer within 24hrs of receipt of the request. *Health and Safety Code; 121361 and 121362* f) When indicated, initiate and complete a contact investigation. g) Ensure that all infected contacts are followed appropriately. h) Regularly communicate with the ANTHEM providers regarding the care of their TB suspects and cases. i) Verify initial medical information and collect additional information needed to complete the TB case report.	1. ANTHEM clinical services provider (CSP) is responsible for coordination of care for their TB suspects and cases. 2. ANTHEM will notify CCPHDTBC of any changes to the CSP. 3. The CSP will respond to all information requests from CCPHDTBC in a timely manner. 4. ANTHEM will require their providers to obtain CCPHDTBC approval prior to hospital discharge or transfer of any patients with known or suspected TB. 5. ANTHEM providers will work closely with CCPHDTBC case managers to keep them informed of any major clinical changes that may affect optimal case management. 6. ANTHEM will insure that the laboratories it contracts with will send a portion of all specimens collected to identify TB to the public health laboratory that CCPHD utilizes per the *California Code of Regulations Title 17, Section 2505.*

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Directly Observed Therapy (DOT)	1. CCPHDTBC will: a) Inform ANTHEM regarding DOT criteria and protocols. b) Provide field or clinic based DOT to ANTHEM members as deemed necessary by the *CTCA/CDPH, ATS and CDC* guidelines. c) Provide DOT medication records to ANTHEM as needed. d) Notify ANTHEM of any adverse drug reactions and dosage changes. e) Collaborate with ANTHEM on joint case management and coordination of care for TB suspects and cases.	1. ANTHEM will instruct providers to: a) Evaluate all members with active TB for DOT referral. b) Refer all TB suspects and cases to CCPHDTBC to be evaluated and placed on DOT. c) Submit a written or FAX request to CCPHDTBC if field based DOT is recommended. d) Notify CCPHDTBC of adverse reactions to TB medications and of all changes in TB medication orders. e) Assess all members requiring TB treatment for non-compliance. f) Ensure continuity of care through ongoing communication with CCPHDTBC. g) Determine when course of treatment is complete and notify CCPHDTBC 2. ANTHEM will instruct providers to refer all members for DOT to CCPHDTBC that: a) Have drug resistant TB b) Have failed or who have relapsed after completing a prior TB regimen or have had adverse drug reactions to any medication. c) Are children/adolescents and or individuals who have demonstrated noncompliance (those who have failed appointments.) d) Are too ill to self-manage. e) Have cognitive or memory disorders. f) Have a history of substance abuse, mental illness, are elderly, unmet housing needs and other barriers to care.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Contact Investigation & Treatment	1. CCPHDTBC will provide ANTHEM with written procedures and guidelines for examination and treatment of contacts. 2. CCPHDTBC will refer members who are contacts to ANTHEM for evaluation and treatment as necessary. 3. If ANTHEM is unable to evaluate and test their members who are contacts at their facility, CCPHDTBC will provide clinic or field-based testing of any FDA approved TB test.	1. ANTHEM will cooperate with CCPHDTBC in conducting contact and outbreak investigations. *Health and Safety Code; Section 121363* 2. ANTHEM will examine within 14 days and treat if necessary, all members referred as contacts to CCPHDTBC. 3. ANTHEM will report examination results for known and referred contacts in a timely manner.
Quality Improvement/ Evaluation	1.CCPHDTBC will: a) Maintain standards of diagnosis and treatment consistent with standards of care. b) As needed, provide technical assistance to ANTHEM in selecting a laboratory that conforms to requirements. c) Consult with the ANTHEM Medical Director and or designee as needed. d) Assess treatment parameters and outcomes. e) Work with ANTHEM to identify and correct any deficiencies. f) Work with ANTHEM providers regarding TB Control and treatment strategies.	1. ANTHEM will: a) Ensure that their providers are aware and utilize the most current guidelines from *CTCA/CDPH, ATS and the CDC* for diagnosis and treatment of TB that are consistent with standards of care. *b)* Direct their providers and contracted providers to use State licensed laboratories that conform to all provisions in the *California Code of Regulations, Title 17, Section 2505.* c) Ensure that their Medical Director or their designee will consult with CCPHDTBC to develop outcome and process measures for the purpose of measurable and reasonable quality assurance.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

Protected Health Information (PHI)	1. CCPHDTBC will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: a) *HIPAA/45 C.F.R. Parts 160 and 164* b) *LPS/ W and I Code Sections 5328-5328.15* c) *45 C.F.R. Part 2* d) *HITECH Act (42 .U.S.C. 17921 et seq.)* e) *CMIA (Ca. Civil Code 56 through 56.37)* 2. CCPHDTBC will train all employees on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. CCPHDTBC will notify ANTHEM of verified breaches (as defined by the *HITECH Act* as "posing a significant risk of financial, reputational or other harm to the client") and corrective actions planned or taken to mitigate the harm involving members of ANTHEM within 30 days.	1. ANTHEM will comply with applicable portions of: a) *HIPAA/45 C.F.R. Parts 160 and 164.* b) *LPS/W and I Code Sections 5328-5328.15* c) *45 C.F.R. Part 2* d) *HITECH Act (42.U.S.C. Section 17921 et seq.)* e) *CMIA (Ca. Civil code 56-56.37)* 2. ANTHEM will encrypt any data transmitted via email containing confidential ANTHEM PHI member information to CCPHDTBC or other State or local public health agencies. 3. ANTHEM will notify CCPHDTBC within 1 business day of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use of or disclosure of data in violation of any applicable Federal and State laws or regulations.
Conflict Resolution	1. When a problem occurs CCPHDTBC staff will be responsible to communicate TB-related issues not immediately resolvable to the CDPH TB Control Branch or other local authority.	1. When a problem occurs ANTHEM will contact CCPHDTBC to attempt to resolve it. If the issue cannot be resolved at the local level, the Medical Director will contact the CDPH TB Control Branch or other local authority for assistance.

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

MOU Monitoring	1. The designated CCPHDTBC Liaisons will meet at least quarterly to monitor this Agreement with the ANTHEM designated liaisons. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called if needed. 3. CCPHDTBC will maintain a Problem/Issue Resolution Log.	1. The designated ANTHEM Liaisons will meet at least quarterly to monitor this Agreement with the CCPHDTBC liaison. 2. Events or circumstances that require consideration or conflict resolution shall be presented at these meetings. If the nature of the conflict requires immediate attention, additional meetings may be called if needed. 3. ANTHEM will maintain a Problem/Issue Resolution log.

References and Information:

Health and Safety Code, Sections: 121361, 121362, 121363,
California Code of Regulations (CCR), Title 17, Section 2505
Health Insurance Portability and Accountability Act (HIPAA)
45 Code of Federal Regulations (45 C.F.R.) Parts 2, 160 and 164 - "The Privacy Rule"
Health Information Technology and Clinical Health (HITECH) Act (42, U.S.C. 17921 et seq.)
California Medical Information Act (CMIA) California Civil Code 56 - 56.37
Welfare and Institutions Code (W and I) Code Sections: 5328 - 5328.15
American Thoracic Society (ATS) Guidelines: Treatment of Tuberculosis (2003)
ATS/CDC Guidelines: Controlling TB in the United States (2005)
California Tuberculosis Controllers Association (CTCA) and California Department of Public Health (CDPH) Guidelines for: Case Management (2011) and Guidelines for Contact Investigation (2011)
Centers for Disease (CDC) Guidelines: Contact Investigations (2005)
CDC's Core Curriculum on Tuberculosis: What the Clinician Should Know
TBCB/CTCA: Responsibilities of Public Health Departments to Control Tuberculosis
Colusa County Public Health Department TB Control (CCPHDTBC)
Anthem Blue Cross of California (ANTHEM)
California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB)

Attachment: C16-033 MOU Anthem Blue Cross (8685 : Addendum 1 to the MOU with Anthem Blue Cross)

SHHC

9-5-16 (ABC)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Approve Purchase of Three Motorola Radios for MDIC personnel within the District Attorney's Office.

Approve purchase of three Motorola Radios utilizing contract #17724-HGAC (TX)-RA05-21 in the amount of $15,101.08 through Sutter Buttes Communications, Inc. for the District Attorney's Multi-Disciplinary Interview Center (MDIC) personnel and authorize the Purchasing Agent to sign the Purchase Orders.

Detailed Description/Background of request

Purchasing has received a requisition to purchase three budgeted Motorola handheld radios through Sutter Buttes Communications, Inc using contract #17724-HGAC (TX)-RA05-21 in the amount of $15,101.08.

There is a separate programming charge for this radio purchase. Sutter Buttes Communications will program the three radios using the standard Colusa County Sheriff Office code plug for $209.14.

These radios will be used by the MDIC personnel within the District Attorney's office to improve communications for victims of child abuse allegations. This purchase is grant funded through CalOES.

Purchasing is requesting the approval of the purchase and programming of these radios through Sutter Buttes Communications, Inc. and authorization for the Purchasing Agent to sign the purchase orders.

Prior Board Action

None

Fiscal Impact/Funding Source

This expense is budgeted within the DHHS budget, funded through a grant with OES in the amount of $15,310.22 .

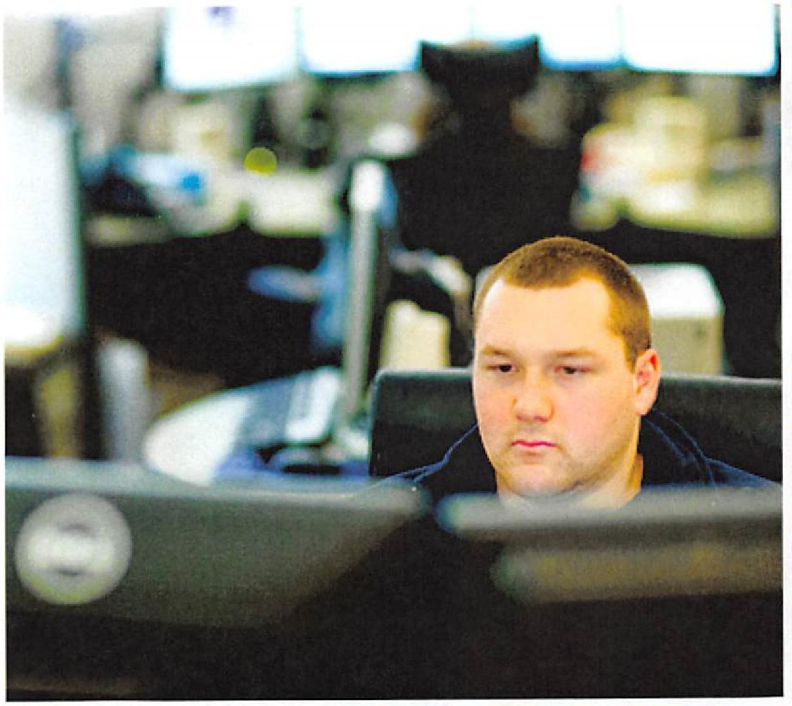
Action for the Clerk

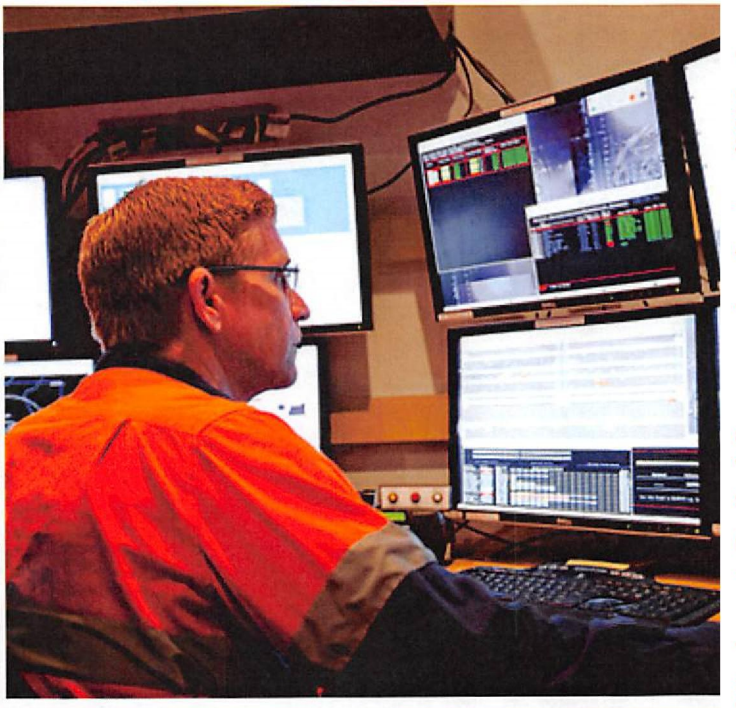
Please have the Purchasing Agent sign the Purchase Orders and return to Angela @ Purchasing.

ATTACHMENTS:

- Radio & Programming Quotes (PDF)
- CalOES Approval Letter (PDF)
- 24211082022 (3) Motorola Radios (XLS)
- 24211082022 Programming (XLS)

MOTOROLA SOLUTIONS





COLUSA COUNTY DISTRICT ATTORNEY'S OFFICE

Colusa County DA APX 600

10/21/202

Attachment: Radio & Programming Quotes (8698 : Approve Purchase of Three Motorola Radios)

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-1927509

10/21/2022

COLUSA COUNTY DISTRICT ATTORNEY'S OFFICE
547 MARKET ST
COLUSA, CA 95932

RE: Motorola Quote for Colusa County DA APX 6000
Dear Dave Salm,

Motorola Solutions is pleased to present COLUSA COUNTY DISTRICT ATTORNEY'S OFFICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUSA COUNTY DISTRICT ATTORNEY'S OFFICE with the best products and services available in the communications industry. Please direct any questions to John Howard at jhoward@sutterbuttescomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Howard
Sr. Communications Consultant

Motorola Solutions Manufacturer's Representative

Attachment: Radio & Programming Quotes (8698 : Approve Purchase of Three Motorola Radios)

MOTOROLA SOLUTIONS

QUOTE-1927509
Colusa County DA APX 6000

Billing Address:
COLUSA COUNTY DISTRICT
ATTORNEY'S OFFICE
547 MARKET ST
COLUSA, CA 95932
US

Quote Date:10/21/2022
Expiration Date:12/20/2022
Quote Created By:
John Howard
Sr. Communications Consultant
jhoward@sutterbuttescomm.com

End Customer:
COLUSA COUNTY DISTRICT
ATTORNEY'S OFFICE
Dave Salm
dsalm@colusada.net

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	3	$3,595.00	$2,624.35	$7,873.05
1a	H869BZ	ENH: MULTIKEY	3	$363.00	$264.99	$794.97
1b	H35BU	ADD: CONVENTIONAL OPERATION	3	$550.00	$401.50	$1,204.50
1c	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	$567.00	$413.91	$1,241.73
1d	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	$227.00	$227.00	$681.00
1e	Q629AK	ENH: AES ENCRYPTION AND ADP	3	$523.00	$381.79	$1,145.37
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	3	$160.60	$110.81	$332.43
3	RLN4941A	REC ONLY EARPIECE W/ TRANSLUCET TUBE	3	$76.76	$52.96	$158.88
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	$169.56	$117.00	$351.00
5	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	3	$143.64	$99.11	$297.33

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-1927509
Colusa County DA APX 6000

Subtotal	$14,080.26
Estimated Tax	$1,020.82
Grand Total	$15,101.08(USD)

Notes:

- Programming and installation billed separately.

Attachment: Radio & Programming Quotes (8698 : Approve Purchase of Three Motorola Radios)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Attachment: Radio & Programming Quotes (8698 : Approve Purchase of Three Motorola Radios)

Sutter Buttes Communications,Inc.

Quote

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

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

Customer: Colusa County District Attorney Office
Attention: Dave Salm
Re: Motorola APX 6000 portables
Fax:
Phone:
Email: dsalm@colusada.net

Quote Date 10/21/2022
YOUR ORDER NO. JH4.12.22-1
TERMS Net 10
SALES REP John Howard
SHIPPED VIA
F.O.B.
Quote Valid For: 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	New programming APX 6000	65.00	$195.00

Scope of Work: Sutter Buttes Communication to program, tune and optimize 3 ea APX 6000 portables to the standard Colusa County SO code plug. Please confirm the code plug is the same as Colusa SO. This cost only good if an APX 6000 code plug already exists.

SUBTOTAL	195.00
TAX @7.25%	14.14
LABOR	
EST. FREIGHT	0.00
PAY THIS AMOUNT	$209.14

DIRECT ALL INQUIRIES TO:
Name John Howard
Phone 916.710.5287
e-mail: jhoward@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: Colusa County DA 3 ea APX programming existing template

Printed: 10/21/2022

Attachment: Radio & Programming Quotes (8698 : Approve Purchase of Three Motorola Radios)

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

July 22, 2022

Donna Dennis, Program Manager II
Colusa County - Department of Health and Human Services
251 East Webster Street
Colusa, CA 95932-2951

Subject: **Approval of Grant Subaward Modification 1**
Child Advocacy Center Program
Grant Subaward #: **KC21 05 0060**

Dear Donna Dennis:

The California Governor's Office of Emergency Services (Cal OES) has received and approved the enclosed Grant Subaward Modification request.

Please contact your Program Specialist if you have any questions about this Grant Subaward Modification.

VS Grants Processing Unit

cc: Subrecipient's file
Program Specialist

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Modification

Email to: designated Program Specialist for this Grant Subaward

1. Grant Subaward Number: KC21-05-0060
2. Modification Number: ~~2~~ 1 AC
3. Grant Subaward Performance Period: 04/01/2022 to 03/31/2023

4. Subrecipient/Implementing Agency: County of Colusa- Department of Health and Human Services
5. Payment Mailing Address: 251 E. Webster Street, Colusa, CA 95932 -2951 Check If New AC

6. Revision to Budget

Fiscal Year	Fund Source (Select from drop down list)	Grant Funds A. Personnel Costs	Grant Funds B. Operating Costs	Grant Funds C. Equipment Costs	Grant Funds Fund Total	Required Match A. Personnel Costs	Required Match B. Operating Costs	Required Match C. Equipment Costs	Required Match Match Total	Total Amount
Current Allocation (from your last approved budget)										
2020	VOCA	$0	$81,590	$0	$81,590	$0	$0	$0	$0	$81,590
2021	VCGF	$27,191	$17,629	$0	$44,820	$0	$0	$0	$0	$44,820
Yr	Fund				$0				$0	$0
Yr	Fund				$0				$0	$0
Yr	Fund				$0				$0	$0
Proposed Change (add (+) or subtract (-) from budgeted amount)										
2020	VOCA	$0	-$5,142	$5,142	$0	$0	$0	$0	$0	$0
2021	VCGF	-$10,458	$0	$10,458	$0	$0	$0	$0	$0	$0
Yr	Fund				$0				$0	$0
Yr	Fund				$0				$0	$0
Yr	Fund				$0				$0	$0
Revised Allocation										
2020	VOCA	$0	$76,448	$5,142	$81,590	$0	$0	$0	$0	$81,590
2021	VCGF	$16,733	$17,629	$10,458	$44,820	$0	$0	$0	$0	$44,820
Yr	Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Yr	Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Yr	Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0

7. Justification for Modification: (If additional space is needed please continue the justification on the Justification Tab.)
Modification made to shift funds to support purchase of software and telecommunication equipment from other costs.

8. Subrecipient Approvals

Donna Dennis — Grant Subaward Director (typed name) — Donna Dennis — Grant Subaward Director Signature — 7-20-22 — Date

Christine Fusaro — Financial Officer (typed name) — Financial Officer Signature — 7-20-22 — Date

Cal OES USE ONLY

Program Specialist Signature — 7/21/2022 — Date — Unit Chief Signature — 7/22/2022 — Date

Rodin Wong — Grants Processing Signature — 7/22/2022 — Date

HG

Mail log 759582

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Colusa	**Grant Subaward #: KC 21 05 0060**		
A. Personnel Costs - Line-item description and calculation	**20-VOCA**	**21-VCGF**	**Total Amount Allocated**
.15 FTE Program Manager II			
Salary: $69.42/hr x 160 hours= $11,107		$11,107	$11,107
Benefits: 50.65% of $11,107= $5,626		$5,626	$5,626
Benefits include: PERS, FICA, Medi-Care, SUI, Workers Compensation, Medical, Dental and Vision			
Description of duties: grant administration and MDIC program coordinator			
Personnel Costs Fund Source Totals		$16,733	$16,733 ✓
PERSONNEL COSTS CATEGORY TOTAL			**$16,733**
	✓	✓ sg	✓ sg

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Colusa	**Grant Subaward #: KC 21 05 0060**		
B. Operating Costs - Line-item description and calculation	**20-VOCA**	**21-VCGF**	**Total Amount Allocated**
Consultant-therapist/psychiatrist to conduct psychological evaluations and provide crisis intervention. Contract currently in place with implementing agency, consisting of the following contracted services:			
Psychological Evaluation: $140/hr x 22.5 hours	$3,150		$3,150
Psychotherapy: $140/hr x 20 hours	$2,800		$2,800
Furniture for interview rooms- upkeep	$3,000		$3,000
Supplies for interview rooms-paper, crayons	$1,325		$1,325
Emergency Funds- Petty Cash	$500		$500
Emergency Funds-to venders for transportation, hotel, clothing and incidentals	$1,500		$1,500
Fiscal Audit ($122,728 x 1.5%)	$1,841		$1,841
Ink cartridges, photo paper	$2,000		$2,000
Data evidence software	$7,400		$7,400
.25 FTE Forensic Interviewer-Colusa Police Department employee- $90.30/hr x 510	$35,424	$10,629	$46,053
.15 FTE Forensic Interviewer- CCDA employee- $40/hour x 365	$7,600	$7,000	$14,600
Custom National Children's Advocacy Center 3-day training in California-TBD This is a placeholder for training. A modification must be submitted before booking travel AC	$9,908		$9,908
Operating Costs Fund Source Totals	$76,448	$17,629	$94,077 ✓
OPERATING COSTS CATEGORY TOTAL			**$94,077**

✓ ✓
sy sy sy

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Colusa	**Grant Subaward #: KC 21 05 0060**		
C. Equipment Costs - Line-item description and calculation	**20-VOCA**	**21-VCGF**	**Total Amount Allocated**
Telecommunication: 3 Motorola handheld radios, 5 year life expectancy; to be utilized for forensic interviews and improve communications between MDIC team members and service delivery to clients.	$5,142	$10,458	15600
Equipment Costs Fund Source Totals	$5,142	$10,458	15600 ✔
EQUIPMENT COSTS CATEGORY TOTAL			15600

✔ ✔

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Colusa	**Grant Subaward #: KC 21 05 0060**		
C. Equipment Costs - Line-item description and calculation	**20-VOCA**	**21-VCGF**	**Total Amount Allocated**
Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	**20 VOCA**	**21 VCGF**	**Total Project Cost**
Fund Source Totals	**$81,590**	**$ 44,820**	**$126,410**

✔ ✔ ✔ ew

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Non-Competitive Procurement Request

Grant Subaward #: KC21 05 ~~0000~~ 0060

Subrecipient: County of Colusa

Total Procurement Amount: $15,600.00 Procurement: Telecommunications-Radios

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES ■ NO ☐

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

Donna Dennis	Donna Dennis	07/22/2022
Grant Subaward Director Name	Grant Subaward Director Signature	Date

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

	Yes	N/A
• Description of the product of service being procured	☑	☐
• Description of why it is necessary to procure the good or service in a non-competitive manner	☑	☐
• Addresses all elements for one or more of the following		
➢ The good or services is available only from one source	☑	☐
➢ Public exigency or emergency for the required equipment will not permit a delay	☐	☐
➢ Competition is determined inadequate after solicitation	☐	☐

☑ Approved	☐ Denied	Aaron Chong	7/22/2022
		Program Specialist Signature	Date
☑ Approved	☐ Denied	Susan Grace	7/22/2022
		Unit Chief Signature	Date

Non-Competitive Procurement Request – Cal OES 2-156 (Revised 11/2020)

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

COUNTY OF COLUSA
HEALTH AND HUMAN SERVICES

251 E. Webster St.
Colusa, CA 95932

Elizabeth Kelly
Director

ADMINISTRATION: (530) 458-0250

HUMAN SERVICES DIVISION
Children's Services: (530) 458-0280
Adult Services: (530) 458-0280
Eligibility Services: (530) 458-0250
Public Guardian: (530) 458-0280
Veterans Service Office: (530) 458-0388

HEALTH SERVICES DIVISION
Public Health/Nursing: (530) 458-0380
Tobacco: (530) 458-0380

July 22, 2022

Victim Witness and Prosecution Unit
California Governor's Office of Emergency Services | Cal OES
3650 Schriever Avenue | Mather, CA 95655
Phone: (916) 845-8305

Re: Narrative justification for non-competitive procurement request

The County of Colusa is requested a budget modification to purchase three (3) Motorola handheld radios for use by MDIC personnel to improve communication among the time and for victims.

Sutter Buttes Communication is the preferred vendor for the County of Colusa and is the sole source vendor for this product.

Donna Dennis

Thank you,
Donna Dennis
Program Manager II/ Deputy Public Guardian
Colusa County Department Health & Human Services
251 E. Webster Street, Colusa, CA 95932
530.458.0290 / 530.458.2664 (fax) / Donna.Dennis@colusadhhs.org

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

VSPS Budget Summary Report

KC21 Child Advocacy Center Program	**Subaward #: KC21 05 0060**
Colusa County	**Performance Period: 04/01/22 - 03/31/23**
Child Advocacy Center Program	**Latest Request: June 2022, Not Final 201**

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	0	0	0	0	0
S	21VCGF	16,733	4,602	12,131	0	12,131
Total A. Personal Services - Salaries/Employee Benefits:		***16,733***	***4,602***	***12,131***	***0***	***12,131***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	76,448	10,002	66,446	0	66,446
S	21VCGF	17,629	15,269	2,360	0	2,360
Total B. Operating Expenses:		***94,077***	***25,271***	***68,806***	***0***	***68,806***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	5,142	0	5,142	0	5,142
S	21VCGF	10,458	0	10,458	0	10,458
Total C. Equipment:		***15,600***	***0***	***15,600***	***0***	***15,600***

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**0**	**0**	**0**	**0**	**0**
Total Funded:	**126,410**	**29,873**	**96,537**	**0**	**96,537**
Total Project Cost:	**126,410**	**29,873**	**96,537**	**0**	**96,537**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

07/22/22

Attachment: CalOES Approval Letter (8698 : Approve Purchase of Three Motorola Radios)

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

Purchase Order No.
24211082022

PURCHASE ORDER

VENDOR	Motorola Solutions, Inc.
NAME	c/o John Howard
ADDRESS	
PHONE	

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Sutter Buttes Comminications, Inc.**
Contact	**John Howard**
Address	**445 Palora Ave, Yuba City, CA 95991**
PHONE	**530.673.3475** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/8/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	EA		APX6000 VHF PORTABLE RADIO, BATTERIES & ACCESSORIES		14,080.26

SUBTOTAL	14,080.26
CA Sales Tax 7.25%	1,020.82
Shipping/Install	
E-Waste Fee	
TOTAL	15,101.08

BASED ON ATTACHED QUOTE # 1927509
CONTRACT # 17724-HGAC (TX)-RA05-21

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

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

Authorized by Date

Attachment: 24211082022 (3) Motorola Radios (8698 : Approve Purchase of Three Motorola Radios)

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

Purchase Order No.
24211082022A

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc.
NAME	John Howard
ADDRESS	445 Palora Ave
	Yuba City, CA 95991
PHONE	530.673.3475

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County District Attorney**
Contact	**Dave Salm**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/8/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	EA		NEW PROGRAMMING APX 6000	65.00	195.00

SUBTOTAL	195.00
CA Sales Tax 7.25%	14.14
Shipping/Install	
E-Waste Fee	
TOTAL	209.14

BASED ON ATTACHED QUOTE
JH4.12.22-1

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

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

Authorized by Date

Attachment: 24211082022 Programming (8698 : Approve Purchase of Three Motorola Radios)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Approve Purchase of Unmarked Vehicle for Sheriff's Office

Approve purchase of one unmarked vehicle for the Sheriff's Office utilizing State of California contract 1-22-23-23F through Downtown Ford Sacramento in the amount of $68,535.84 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

The Sheriff's Office has requested one 2023 unmarked patrol vehicle to replace an older and worn down vehicle in their current fleet. Due to lingering supply chain issues, model availability is limited. The model that is quoted is currently available and utilizes the CMAS contract.

Purchasing recommends purchasing the vehicle from Downtown Ford Sacramento in the amount of $68,535.84 and requests the Purchasing Agent be authorized to sign the purchase order.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (312-57199-312-0)

Action for the Clerk

Please have the Purchasing Agent sign the Purchase order and return to Angela @ Purchasing

ATTACHMENTS:

- Downtown Ford Sac Quote (PDF)
- 31211082022 Unmarked Patrol Vehicle (XLS)

DOWNTOWN Ford SACRAMENTO

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

KD-92023

QUOTE

Customer

Name	COLUSA COUNTY SHERIFFS OFFICE		
Address	929 BRIDGE ST		
City	COLUSA	State CA	Zip 95932
Phone	ATTN: SGT. JARROD BROTHERS		

DATE	9/20/2022
SALES REP	KAYLA
PHONE	916-717-0362
FOB	COLUSA

Qty	Description	Unit Price	TOTAL
1	**NEW FORD EXPEDITION 4X4**	$53,861.00	$53,861.00
	STATE OF CALIFORNIA CONTRACT 1-22-23-23F		
	CLIN 3		
	EXTERIOR COLOR: WHITE		
OPTIONS			
	PRICING BELOW SUBJECT TO CHANGE		
1	CHANGE TO XLT TRIM	$7,611.00	$7,611.00
1	REVERSE SENSING	$113.00	$113.00
1	ELECTRONIC LIMITED SLIP	$1,137.00	$1,137.00
1	FLOOR LINERS FRONT AND REAR	$206.00	$206.00
1	SKID PLATES	$103.00	$103.00
1	TINT	$499.00	$499.00
1	DOC FEE	$85.00	$85.00
	SALES TAX CALCULATED AT 7.25%		
	BASED ON REGISTRATION ADDRESS		

SubTotal	$63,615.00
DELIVERY	$300.00
SALES TAX	$4,612.09
CA Tire Tax	$8.75
TOTAL	$68,535.84

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE *DATE*

Attachment: Downtown Ford Sac Quote (8701 : Approve Purchase of Vehicle for Sheriff's Office)

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

Purchase Order No.
31211082022

PURCHASE ORDER

VENDOR	Downtown Ford Sacramento
NAME	
ADDRESS	525 N 16th St,
	Sacramento, CA 95811
PHONE	916.299.3529

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/8/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		NEW FORD EXPEDITION 4X4	53,861.00	53,861.00
			ADDITIONAL OPTIONS		9,669.00
			DOC FEE		85.00

SUBTOTAL	63,615.00
CA Sales Tax 7.25%	4,612.09
Shipping/Install	300.00
CA Tire Fee	8.75
TOTAL	68,535.84

BASED ON ATTACHED QUOTE KD-92023
CONTRACT # 1-22-23-23F

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

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

Authorized by Date

Attachment: 31211082022 Unmarked Patrol Vehicle (8701 : Approve Purchase of Vehicle for Sheriff's Office)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Ratify Change Order No. 1 Sun Ridge Systems, Inc.,

Ratify Change Order No. 1 with **Sun Ridge Systems, Inc.** adding services to be performed under the Scope of Work and increasing compensation.

Detailed Description/Background of request

The Sheriff's Office is in the process of changing their records management system and they already are under contract with Sun Ridge Systems. Sun Ridge Systems contacted the Sheriff's Office and informed them that a change order will be needed to write specific coding in the records management system. One of the changes is for link software for the Jail and Livescan and for a link software for Wellpath also used by the Jail.
Due to Sun Ridge needing a signed Change Order within a few days the Purchasing Agent signed the Change Order and we are now asking the Board to ratify.

Prior Board Action

C22-028 approved February 1, 2022

Fiscal Impact/Funding Source

The cost of the changes is $16,550.00 which the Sheriff's Office will use SLESF as the funding source. The new not to exceed amount is $395,153.00.

Action for the Clerk

Contract has been fully executed (attached) Number and send copy to Sun Ridge via email at carolj@sunridgesystems.com and cc to juleann@sunridgesystems.com and a copy to Russ Jones at the Sheriffs office rjones@countyofcolusa.com

ATTACHMENTS:

- C22-028 Sun Ridge Systems, Inc (PDF)
- Sun Ridge Systems Change Order #1-Fully Executed (PDF)

SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement ("Agreement") is executed in duplicate as of February 1, 2022, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and County of Colusa, a political subdivision of the State of California ("the County") located at 547 Market Street, Colusa, 95932.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the County, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the County as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. County Project Manager. Sun Ridge shall work under the general direction of Lt. Russ Jones, 929 Bridge Street, Colusa, CA 95932, (530) 458-0200, rjones@countyofcolusa.com in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the County of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the County agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

Milestone	Amount of Payment
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The County shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the County, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:
Colusa County
Sheriff Department
Attn: James Pastorino, Fiscal Administrative Officer
929 Bridge Street
Colusa, CA 95932
530-458-0200

Upon receipt of the invoice, the County shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the County within thirty (30) days after the County's receipt thereof.

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In addition to any other amounts for which County is liable under this Agreement, County agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if County fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after County's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which County fails to pay to Sun Ridge within ninety (90) days after County's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the County to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The County's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The County has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE COUNTY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of the County Sheriff's Office ("Agency") Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), the Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If Agency determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding

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milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If Agency decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by County to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to County by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If Agency fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then County's final acceptance of the Software shall be considered to have occurred and County and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the County a nonexclusive and non-transferable license, effective upon the County's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the County's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The County shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The County may use the Software on all computers in the County's Agency. Software may not be used at any other agencies unless explicitly agreed to in writing by Sun Ridge;

ii. The County may make a copy of the Software for backup or modification purposes only in support of the County's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The County shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The County shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The County shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

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vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the County nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The County acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The County agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the County and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the County to comply with the terms or conditions of this Agreement by giving written notice of such termination to the County. In the event the County has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the County shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The County may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The County acknowledges and agrees that any election by the County to terminate the License hereunder will not entitle the County to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the County shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the County elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the County and its officers, directors, shareholders, employees, and agents (the "County Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the County hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the County or its

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employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the County's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the County expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of $1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of $1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the County, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with County upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the County prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by

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applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the County cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the County (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the County, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person,

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site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the County at the address indicated in the initial paragraph of this Agreement or to Facsimile No. (530) 458-4697; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the County and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

By: Anthony B. Richards
Anthony B. Richards, President

County of Colusa

By: _____
Merced Corona, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

Melissa Kitts
Melissa Kitts, Deputy Clerk

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Exhibit A Scope of Work

Section 1 – Software Licenses

The County has purchased licenses for the following RIMS software:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- RIMS Property Room Bar Coding Software
- RIMS Collaborate Data Sharing Software
- RIMS InCustody Jail Management Software

The County has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link
- RIMS State (CLETS) Link Software

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and the County shall define a mutually agreed on project schedule by task. Sun Ridge and the County will do its best to meet task completion dates; however, the schedule may be modified by mutual agreement of the parties.

Section 3 – Hardware. The County has purchased one (1) Worth Data Bar Scanner with Base Station for the RIMS Property Room Bar Coding Software.

Section 4 - Installation. Sun Ridge shall install all software applications listed above along with product Documentation on the County-provided servers. All Software installation will be accomplished via unattended remote access to the servers by Sun Ridge. The County is free to distribute electronic and hardcopy versions of the Documentation as necessary.

Section 5 – Configuration. Sun Ridge shall provide the following instruction sessions to the County designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the County RIMS via remote access. The County personnel will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of two (2) days for RIMS and one (1) day for In Custody onsite (with an option of phone and remote access depending on travel restrictions) instruction with the County's RIMS Administrators and other Sheriff's office staff as may be needed. These sessions continue the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired procedures of the County. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the County has purchased. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The County's records management operational decisions
- The County's dispatch operational decisions
- The County's jail operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type

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Section 6 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. The County must coordinate with third-party vendors (CA-DOJ, IT, phone company etc.) to complete and test each interface.

Section 7 - Training. The following training is "end user training" and shall be conducted on-site at a County provided location. Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

"Sessions" are a repeat of the same class. Students are to attend only one (1) session.

Training Description	Number of Days	Number of Students	Max
CAD Training	4 days (2 sessions, 2 days/session)	1 student per workstation	10
Patrol Deputy Training	6 days (3 sessions, 2 days/session)	2 students per workstation	20
Jail Deputy Training	4 days (2 sessions, 2 days/session)	2 students per workstation	20
Records Training	2 days + Day 1 of Deputy	1 student per workstation	10
Property Room	.5 day + Day 1 of Deputy	1 student per workstation	10
Admin Follow-Up Training	1 day	1 student per workstation	10

Section 8 - Go Live Support. Three (3) Sun Ridge staff will be on site for the first day of system cutover and two (2) staff will remain for the second day after system cutover. They are there to answer questions and to address any system problems.

Section 9 – Data Conversion. The services include converting data from the following systems:

- ATIMS Records Management
- ATIMS Jail Management

Data Conversion of the existing CAD and Property Room software is not included.

Converting any other data, including data from multiple or externally linked databases or third-party products, is not included. You are responsible for extracting that data and providing it to us for conversion. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

For Records:

- People:
  - Person Name (including combining duplicates based on 6-way match)
  - DOB
  - Contact Information
  - Description
  - Identification Numbers
  - Officer Safety Notifications
  - Log Entries for Connections to Cases
  - Log Entries for Citations
  - Log Entries for Field Contacts

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- Person Photos (.jpeg files stored in the RMS and NOT a separate database or system)

- Arrests:
  - Arrestee
  - Date/Time
  - Charges
  - Counts
  - Offense Level
  - Disposition
  - Booked/Cited Out
  - Arresting Officer ID

- Vehicles:
  - License (including combing duplicates based on 2-way match)
  - License
  - State
  - Make
  - Model
  - Year
  - Color
  - Type
  - Log Entries for Connections to Case
  - Log Entries for Field Contacts
  - Log Entries for Citations

- Cases:
  - Location
  - Date Reported
  - Date Occurred
  - Classification/Type
  - Offenses
  - Case Dispositions
  - Date of Dispositions
  - Officer ID
  - Persons
  - Vehicles
  - Narratives (if stored in RMS)
  - Supplements (if stored in RMS)
  - Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf, .jpeg

- Accident Reports:
  - Location
  - Date Reported
  - Date Occurred
  - Classification/Type
  - Offenses
  - Case Dispositions
  - Date of Dispositions
  - Persons
  - Vehicles
  - Narrative (if stored in RMS)
  - Supplements (if stored in RMS)

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- CHP 555 Form and Diagram as.pdf files as part of attachments specified in Cases above

- Warrants (if applicable):
  - Person Name
  - Warrant #
  - Warrant Date
  - Type
  - Felony/Misdemeanor
  - Reason
  - Court
  - Judge
  - Case #
  - Cite
  - Docket
  - Ref #
  - Agency
  - Charges
  - Comment
  - Bail Amount
  - Served Date
  - Returned Date
  - Returned Reason
  - Recalled Date
  - Recalled Reason

- Property in Cases:
  - Category
  - Article
  - Status
  - Description
  - Brand
  - Model
  - Item #
  - Property Code
  - Locations
  - Value-stolen
  - Recovered
  - Damage
  - Officer

- Premises:
  - Common Place Name
  - Address
  - Contract Person
  - Contract Phone Number
  - Alarm

- Streets (if electronic street file is available):
  - Street Name
  - Intersections (with block ranges)

- Deputy:
  - Name

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- ID

- Users:
  - Name
  - ID

Conversion of data from separate field reporting databases is not included.

For Jail Management:

- People: (Same as records)
- Arrests: (Same as records)
- Booking date/agency
- Offenses
- Cell assignment
- Medications (if available)
- Release date
- Deputy:
  - Name
  - ID
- Historical information, court information and questionnaires are not included.

Data conversion is an iterative process requiring the resources of your agency to be available to review converted data as soon as it is loaded and report any errors found to Sun Ridge. We recommend that you identify at least two people to be part of a data conversion review team. It will be this team's responsibility to promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to us in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask your staff to again review the data. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide you. The Sun Ridge trainer is NOT responsible to completely review or identify errors in the converted data. They are responsible for facilitating the process with your staff.

Sun Ridge will provide three (3) days of onsite (two for RMS and one for JMS) for final data conversion review with designated County representatives in the days immediately before you go live on RIMS.

Section 10 - The County's Responsibilities. The County is responsible for the following:

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- Installation of all remaining client workstations
- Coordinate and schedule resources of the County to include IT and Sheriff department staff
- Identify RIMS Administrators/Conversion Review team
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2016 or 2019 (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Purchase a minimum of 1 bar code label printer (DYMO LabelWriter 450 Turbo Label Printer and Dymo Labels # 30256).
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (DOJ, County IT, Phone Company, ATIMS and any other necessary third-parties) and coordinate their schedules and costs they may charge the County to provide requested support or their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide map source data
- Ensure accuracy of the map data
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the County staff into requisite classes
- Provide all hardware meeting at least the minimum requirements listed below. The County represents it has adequate dedicated space on an SQL database server ("Main") and a second server ("Communications") and that these servers meet or exceed the minimum requirements outlined below.
- RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V and others.
- **Minimum Specifications (If using existing PCs) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
4 GB RAM	16 GB RAM
Any size disk	1 TB Disk
	Microsoft SQL Server 2016+

- **Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+

Attachment: C22-028 Sun Ridge Systems, Inc (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

8 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

- Servers have network connectivity and appropriate security containing virus protection software and firewalls. The County will provide unattended remote access to Sun Ridge using Sun Ridge's Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

- **Mobile Computer Specifications - Recommended Specifications (If purchasing new PCs)**
  Monitor Resolution: 1920 x 1080

Mobile Computers
Windows 10+
8 GB RAM
Any size disk

Additional Features for Mobile Computers: Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps).

Option features for Mobile Computers include: Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Attachment: C22-028 Sun Ridge Systems, Inc (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	$77,000
RIMS Mobile Computer Software	$28,000
RIMS In Station Mapping Software	$14,000
RIMS Mobile Mapping Software	$6,000
RIMS Property Room Bar Coding Software	$8,000
RIMS InCustody Jail Management Software	$35,000
RIMS E911 Link Software (CLETS)	$6,000
RIMS State Link Software	$6,000
RIMS Collaborate Data Sharing Software	$7,000
Mapping Data Engineering Services	$2,500
Worth Data Bar Coding Equipment	$1,700
Data Conversion Services	$60,000
Installation and Training	$99,230
First Year Support and Updates	$28,050
California Sales Tax	$123
CONTRACT AMOUNT	**$378,603**

Attachment: C22-028 Sun Ridge Systems, Inc (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

Exhibit C – Support Services

Under this agreement Sun Ridge agrees to provide the following support services to the County:

1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for the County to call whenever a covered problem occurs. *Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays").* However, for instances with the County's system is completely inoperable due to a Sun Ridge Software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.

2. **Sun Ridge's Response to reported problems**. Sun Ridge agrees to provide service and assistance as expeditiously as possible as follows:

   a. Most problems will be resolved with the initial phone call.

   b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by the County.

      - For critical problems, Sun Ridge personnel will work with the County until the situation is resolved.
      - For problems that are not critical problems that have a lesser though continuing impact on operations of the County ("non-critical problems"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the County.
      - For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

3. **County equipment and software responsibilities.** The County agrees to allow Sun Ridge to remotely connect to the County's system when a problem is reported. Sun Ridge uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

   Sun Ridge will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.

4. **Provision of software updates.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to the County. This Software will be provided with detailed installation instructions for installation by the County. If

Attachment: C22-028 Sun Ridge Systems, Inc (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

desired, the County may retain Sun Ridge to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Sun Ridge ftp web site. Sun Ridge will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

5. **Term**. The term of this Support Services agreement shall be one (1) year from the system cutover date and shall be automatically annually renewed for another year upon annual payment of invoice.

8. **Limitations**. Sun Ridge agrees to provide support only for public safety application Software provided by Sun Ridge. Other software used by the County (word processing, spreadsheet, etc.) is not included in this agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist the County in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

   The County may request that Sun Ridge provide support services outside the limitations of this Support Services agreement. If Sun Ridge agrees to provide any requested additional support services, which Sun Ridge may do or decline to do in its sole discretion, such support services will be provided at Sun Ridge's then-current rate and on such other terms and conditions as Sun Ridge may require.

   This agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Sun Ridge will assist the County in determining whether a problem is RIMS application software in nature.

Attachment: C22-028 Sun Ridge Systems, Inc (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

Sun Ridge Systems, Inc.

Date: October 21, 2022

To: Lt. Russ Jones
Colusa County Sheriff's Office
929 Bridge Street
Colusa, CA 95932

From: Carol Jackson
Director of Implementation
Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95762

Regarding: **Contract Change Order #1** - Reference "Sun Ridge Systems, Inc. Software and Services Agreement" dated February 1, 2022.

Change Order #1 Detail:

This change order **adds** the following item to the scope of the contract and **increases** the contract amount as follows:

RIMS InCustody to AFIS Link Software (Livescan)	$5,000.00
Installation (as part of current project)	$3,000.00
First Year Support and Updates	$ 750.00
Subtotal:	**$8,750.00**
RIMS InCustody to Wellpath Link Software	$6,000.00
Installation (as part of current project)	$ 900.00
First Year Support and Updates	$ 900.00
Subtotal:	**$7,800.00**
Net Contract #1 Change Order Amount:	**$16,550.00**

Change Credit/Payment Adjustments:

Attachment: Sun Ridge Systems Change Order #1-Fully Executed [Revision 1] (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

Sun Ridge Systems, Inc.

Milestone	Invoice/Credit Memo #	Amount
Contract Signing	#6980 - PAID	$94,650.81
Software Installation Complete	TBD	$94,650.81
Training Complete	TBD	$94,650.81
Final Acceptance	TBD	$94,650.81
Change Order #1	TBD	$16,550.00

Change Order #1 - Change to Project Schedule:

No changes to schedule that will affect system go live.

This Agreement has been executed by the parties hereto.

Sun Ridge Systems, Inc.

by (Authorized Signature)

President
Title

Anthony B. Richards
Typed Name of Signee

Colusa County Sheriff's Office

by (Authorized Signature)

CAO/Purchasing Agent
Title

Wendy G. Tyler, CAO/Puchasing Agent
Typed Name of Signee

Attachment: Sun Ridge Systems Change Order #1-Fully Executed [Revision 1] (8703 : Ratify Change Order No. 1 Sun Ridge Systems, Inc)

COUNTY OF COLUSA, CA 2.8

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 2nd Modification Valsoft Corporation Inc. dba Cascade Software Systems

Approve 2nd Modification to **Valsoft Corporation Inc., dba Cascade Software Systems**, for cost accounting management systems support services.

Detailed Description/Background of request

The County is implementing a new payroll system (UKG-Cronos), that requires employees to enter their hours worked directly into that system. The Public Works Department utilizes a cost accounting software system (CAMS) as required by the State that tracks this same information. In order to eliminate duplicate time-card entries, which is inefficient and can lead to discrepancies, we can export/import the necessary time-card information from the CAMS system to the UKG-Cronos system if we have the correct customized report. This amendment is to have the report created by the company that built CAMS.

Prior Board Action

C22-103 1st Modification approved July 1, 2022
C19-116 approved June 25, 2019

Fiscal Impact/Funding Source

Fiscal impact is $2,410, and will be paid by the Public Works Department.

Action for the Clerk

Cascade Software Systems
132 E Broadway, Ste. 800
Eugene, OR 97401

ATTACHMENTS:

- 2nd Mod Valsoft Corp dba Cascade Software Agreement (DOCX)
- Cascade Software Quote dtd 10-20-2022 (PDF)
- C22-103 1st Modification Valsoft Corporation dba Cascade Software System (PDF)
- C19-116 Valsoft Corportation dba Cascade Software System (PDF)

C22-

Second Modification of Cost Accounting Management System Support Systems

This Second Modification of Cost Accounting Management Support System contract is between County of Colusa (County), a political subdivision of the State of California and Valsoft Corporation Inc. dba Cascade Software Systems ("Contractor"), a California Corporation.

Background

On June 25, 2019 the parties executed contract C19-116 for cost accounting management systems support services.

On June 2, 2022 the parties executed the First Modification (C22-103) extending the termination date, increasing compensation and updating Fees & Rates.

The parties now want to modify the Contract to add to the services and increase the compensation.

Modification

The parties agree to modify the Contract effective November 8, 2022, as follows:

1. Section 3, Compensation is modified to increase compensation from $16,572.74 to $18,982.74 for FY 2022/23.
2. Section 22, Attachments is modified by adding Exhibit "B" attached hereto.

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

VALSOFT CORPORATION INC. dba CASCADE SOFTWARE SYSTEMS

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Melissa Kitts, Deputy

Attachment: 2nd Mod Valsoft Corp dba Cascade Software Agreement (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade Software

C22-

ATTACHMENT "B"

EXPORT TIMECARD TO PAYROLL

DESCRIPTION	UNIT PRICE	QTY		AMOUNT
1. Custom Programming -- User-attended export to Payroll				-
in a CSV format provided by Kirsten M 10/20/22	170.00	12		2,040.00
				-
-- User will have an audit trail to review prior to generating				-
the export file				-
				-
				-
				-
				-
2. Project Management	185.00	2		370.00
				-
				-
				-
				-
Annual Maintenance = 20% of $2,040 = $408				-
Maintenance will be pro-rated for mid-year implementation				-
			Subtotal	$ 2,410.00

Other	$ -
TOTAL	$ 2,410.00

Attachment: 2nd Mod Valsoft Corp dba Cascade Software Agreement (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade Software

Cascade Software Systems

132 E Broadway Suite 800
Eugene, OR 97401
541-343-9160

QUOTE

DATE	10/20/2022
QUOTE #	
CUSTOMER ID	COL
VALID UNTIL	11/19/2022

CUSTOMER

Kirsten Montejano
Colusa County Public Works

re: Export Timecards to Payroll

DESCRIPTION	UNIT PRICE	QTY	AMOUNT
1. Custom Programming -- User-attended export to Payroll			-
in a CSV format provided by Kirsten M 10/20/22	170.00	12	2,040.00
			-
-- User will have an audit trail to review prior to generating			-
the export file			-
			-
			-
			-
			-
2. Project Management	185.00	2	370.00
			-
			-
			-
			-
Annual Maintenance = 20% of $2,040 = $408			-
Maintenance will be pro-rated for mid-year implementation			-

Subtotal	$	2,410.00
Other	$	-
TOTAL	**$**	**2,410.00**

TERMS AND CONDITIONS

1. Customer will be billed after services are complete
2. Please email (ayren@cascadegovsoftware.com) the signed quote to accept

Customer Acceptance (sign below):

x _____
Print Name:

If you have any questions about this price quote, please contact ayren@cascadegovsoftware.com or 541-343-9160 x111

Attachment: Cascade Software Quote dtd 10-20-2022 (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade Software Systems)

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C22- 103

First Modification of Cost Accounting Management System Support Systems

This First Modification of Cost Accounting Management Support System contract is between County of Colusa (County), a political subdivision of the State of California and Valsoft Corporation Inc. bda Cascade Software Systems ("Contractor"), a California Corporation.

Background

On June 25, 2019 the parties executed contract C19-116 for cost accounting management systems support services.

The parties now want to modify the Contract to extend the termination date and increase the compensation.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term is modified to extend the termination date from June 30, 2022 to June 30, 2025.
2. Section 3, Compensation is modified to increase compensation from $14,595.39 to $16,572.74 for FY 2022/23.
3. Section 22, Attachments is modified by deleting Fees & Rates FY 2019/20 and replacing with the following Fees & Rates FY 2022/23 as follows:

FEES & RATES

INSTALLATION SERVICE FEE (For applying software updates, bug fixes and patches)	$3,122.32
MAINTENANCE RATES (Including upgrade document)	$13,450.42
TOTAL 2022/2023 Fees are one time fees	**$16,572.74**

COUNTY OF COLUSA

Wendy G. Tyler, CAO Date: 6/7/22

APPROVED AS TO FORM

Richard Stout, County Counsel

VALSOFT CORPORATION INC. dba CASCADE SOFTWARE SYSTEMS

Signature Date: JUNE 28'22

DAVID FELICISSIMO, Director
Printed Name and Title

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

Melissa Kitts, Deputy

Attachment: C22-103 1st Modification Valsoft Corporation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba

C 19-116

Valsoft Corporation Inc. Contract

This Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Valsoft Corporation Inc. dba Cascade Software Systems ("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 Cost Accounting Management System (CAMS) Support Services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2019, and shall continue until June 30, 2022, a three year term.

3. **Compensation:** County will pay Contractor compensation as provided for in Attachment "A." Total compensation shall not exceed $14,595.38 for the first year. Thereafter, Contractor shall be entitled to increase annual maintenance fees and/or installation service fee a maximum of 5% per year, upon providing County 60 days prior written notice. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** For services provided for in paragraph 1, Contractor shall provide County with an annual invoice. 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.

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

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

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

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

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

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

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

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

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

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

violations of law by the party.

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

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

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

   C. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

   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

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

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

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

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

E. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to 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. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

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

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

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 Department of Public Works 1215 Market Street Colusa, CA 95932 Phone (530)458.0466
If to Contractor:	Valsoft Corporation Inc. dba Cascade Software Systems 7405 Transcanada Highway, Suite 100 Montreal, Quebec, H4T IZ2 Phone (877)670.7836

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

C19-116

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

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

21. **Intellectual Property.** Contractor agrees not to design, develop or provide the County any items, products, or services that infringe any patents, copyrights, trademarks or other intellectual property rights, including trade secrets, privacy or other rights of any person or entity. Contractors agrees to defend, indemnify and hold the County, its officers, directors, members, employees, representatives, and agents harmless from any alleged or actual infringement and related liability resulting from or related to Contractor's services or work under this contract, including attorneys' fees. Contractor agrees that any of the work product, designs, source code, programs, or other products, created by Contractor under this contract, shall be the sole and exclusive property of the County.

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

A. Attachment "A"

COUNTY OF COLUSA

Kent S. Boes, Board Chair Date: 6/25/19

VALSOFT CORPORATION INC. dba Cascade Software Systems

Signature Date: 7/10/19

GAURAV GOYAL, PRESIDENT
Printed Name and Title

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts, Deputy

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

C19-116

Attachment "A"

Definitions
CAMS: Shall mean Cost Accounting Management System developed by the Contractor for Colusa County Public Works.

Confidential Information
Shall mean private information of County personnel files or other files which if disclosed to a third party could result in a compromise of the interest of the County or its personnel.

Minor Problem
Shall mean any programming defect, error, failure, bug, any malfunction in CAMS or any training problem that prevents it from operating in conformance with the original System Specifications and which, if not corrected within thirty (30) working days, will cause County to incur additional costs or work not previously anticipated.

Normal Business Hours
8:00 a.m. to 5:00 p.m. Monday through Friday excluding Holidays

SCOPE OF WORK

Installation Service Agreement

A. The County and the Information Services Staff (ISS) assigned by County will receive notification from Contractor of the availability of the next upgrade to software. Contractor will notify County and ISS of the bugs fixed, features added or deleted and any enhancements to software. The Contractor will provide database administration consulting as needed.

B. The scheduled time for completing upgrades will be Monday through Friday from 9:00 a.m. to 6:00 p.m.

C. Contractor will install and run the upgrade programs through a reliable VPN connection to the server. If any technical problems are encountered the ISS will be notified. ISS will communicate the issues, and their status resolution to the Contractor and County.

D. Contractor will provide a reliable VPN connection that is always on and utilized split tunneling for gateway connection use.

Maintenance

A. The maintenance work covered by this agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data

Attachment: C19-116 Valsoft Corporation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade Software Systems)

communications, project consultation, documentation, training and status reporting for CAMS.

B. Contractor will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with County approval. During the term of this agreement Contractor will correct any programming or design defects, errors, failures, bugs and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

C. County will notify Contractor of any problems with CAMS that prevents it from performing according to original System Specification. Notice shall be provided by telephone, fax, written notification or email from County. Contractor is to provide telephone response to notifications within forty-eight (48) normal business hours. During telephone response the County and Contractor shall consult to determine the magnitude of the problem and whether it is deemed a Minor or Major Problem.

D. Contractor shall provide a resolution plan within forty-eight (48) normal business hours of determination of problem magnitude. The resolution plan shall include Contractor's estimate of when and how the problem will be resolved. If County agrees with the resolution plan County shall provide verbal notice to Contractor of acceptance of resolution plan.

E. Telephone consultation may be made during normal business hours. Contractor reserves the right to limit non-billable consultation to no more than one hour per week.

FEES & RATES

INSTALLATION SERVICE FEE (For applying software updates, bug fixes and patches)	$2,807.52
MAINTENANCE RATES (Including upgrade document)	$11,787.86
TOTAL 2019/2020	**$14,595.38**

Fees are one time fees

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2019

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

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

PRODUCER
Avery Insurance
21 South Main Street
PO Box 1510
Wolfeboro NH 03894-1510

CONTACT NAME: Lisa Lee
PHONE (A/C, No, Ext): (603) 569-2515 **FAX (A/C, No):** (603) 569-4266
E-MAIL ADDRESS: lisal@averyinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Ins Co	19046
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Valsoft Corporation Inc
DBA Cascade Software Systems
911 Country Club Rd
Eugene OR 97401

COVERAGES **CERTIFICATE NUMBER:** CL1922008469 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Technology XTEND Endorsement [X] CG D4 25 07 08 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZPP61N09227	02/21/2019	02/21/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA2N597436	02/21/2019	02/21/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP2N607342	02/21/2019	02/21/2020	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB2N59905A	02/21/2019	02/21/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,00 $ 1,000,000
A	Technology/cyber E&O			ZPL41N07761	02/21/2019	02/21/2020	Aggregate Each Occur	$1,000,000 $1,000,000

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

Coverage as per terms and conditions of policy. Mgmt sytem creators. 3A OR & CA

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: C19-116 Valsoft Corporation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke,
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

Melissa Kitts
Deputy Clerk
to the Board

SUPERVISORS
Jose Merced
Corona,
District I

John D. Loudon,
District II,
Vice-Chair

Kent S. Boes,
District III,
Chair

Gary J. Evans,
District IV,

Denise J. Carter,
District V

July 2, 2019

Valsoft Corporation Inc.
Dba Cascade Software Systems
7405 Transcanada Highway, Ste. 100
Montreal, Quebec, H4T IZ2

RE: **Colusa County Contract No. C19-116**

Dear Sir or Madam,

The Colusa County Board of Supervisors approved the above mentioned contract at their meeting held on June 25, 2019. Enclosed you will find two (2) duplicate original contracts for signature. Please have the enclosed contracts signed, and return one (1) original to this office using the envelope provided.

To the extent that the contract contains an insurance provision, please ensure that evidence of coverage is provided to this office pursuant to the terms of the contract.

Should you have any questions regarding the contract please contact Public Works at (530)458-0466.

Sincerely,

Melissa Kitts
Deputy Clerk to the Board

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: C19-116 Valsoft Corportation dba Cascade Software System (8707 : 2nd Modification Valsoft Corporation Inc. dba Cascade

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Treasurer's Monthly Investment Report

Accept October 2022 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:

- October 22 (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 11.08.22
AS OF 10.31.22

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS											
N/A											
Agency Total	-				-	-		-	0.00		0.0%
MUNICIPAL BONDS											
574348CB2	546,129.07	0.67%	0.881%	547,904.85	545,000.00	545,000.00	06/01/23	532,247.00			
574348CC0	702,789.94	0.87%	1.075%	705,005.00	700,000.00	700,000.00	06/01/24	658,154.00			
574348CD8	705,174.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	636,069.00			
797299LXO	664,655.10	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	594,360.60			
260888AD4	401,618.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	348,944.00			
130179KW3	856,320.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	740,872.00			
899141BB0	681,434.37	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	577,964.30			
260888AE2	604,851.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	515,250.00			
971252AB7	-						08/01/22		Matured		
971252AD3	231,079.22	0.73%	0.970%	231,729.60	230,000.00	230,000.00	08/01/24	213,575.70			
971252AH4	186,918.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	154,839.45			
971252AK7	268,344.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	213,221.65			
971252AL5	572,887.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	445,022.25			
797679CF2	260,997.92	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	227,367.40			
797669ZR2	3,174,949.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,527,327.00			
6723225N45	1,278,636.77	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,061,107.30			
38122NB35	12,289,353.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	9,770,400.00			
79739GPE0	716,152.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	548,044.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	440,217.75			
13048VZT8	505,419.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	423,250.00			
13048VZU5	395,905.57	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	330,062.00			
055022AK3	1,167,642.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	954,063.00			
79770GJG2	2,048,768.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,650,560.00			
79739GPM2	253,917.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	199,925.00			
854434AH0	545,133.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	429,225.15			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,567,040.00			
3133ENZP8*	5,519,712.50	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,339,170.73			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	776,070.00			
3134GX2X1*	4,996,250.00	5.00%	5.017%	4,996,250.00	5,000,000.00	5,000,000.00	09/30/27	4,972,400.00			
3130AT3P0*	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,470,971.00			
3130ATD95*	4,998,000.00	4.00%	4.041%	4,998,000.00	5,000,000.00	5,000,000.00	09/28/23	4,987,390.00			
3133ENR77	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	09/28/23	4,986,980.00			
3134GX3R3	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,695,442.40			
Municipal Total	59,173,244.14			59,253,820.15	50,820,000.00	58,520,000.00		52,987,532.68			44.5%
Grand Total	**59,173,244.14**			**59,253,820.15**	**50,820,000.00**	**58,520,000.00**		**52,987,532.68**	-		
Interest Liability	(44,712.50)								Unrealized		
NET BOOK	59,128,531.64								(6,140,998.96)	Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	66,487.22	1.757%	1.850%	
REC DIST 108	15,321.56	1.757%	1.850%	
REC DIST 1004	-	1.757%	1.850%	
COUNTY	51,500,000.00	1.757%	1.850%	
CCOE	16,400,000.00	1.757%	1.850%	
TOTAL LAIF	67,981,808.78			
CASH	5,913,909.39			51.1%
TOTAL LIQUID	73,895,718.17		**55.53% Liquidity**	4.4%
GRAND TOTAL	133,068,962.31			100.0%

INTEREST RECEIVED

Oct-22	356,939.26	10/31/2022	Est. 1.50%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	Est. 1.00%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 55.50%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: October 22 (8120 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: County Superintendent's Update on Williams Settlement Site Visits

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

Detailed Description/Background of request

The Williams vs. State of California lawsuit, settled in 2004, requires that all public school students are provided equally with appropriate instructional materials, safe and adequate school facilities, and qualified teachers. In addition to other requirements, the culminating process ends after the County Superintendent presents a report to the Governing Board of each school district, the County Board of Education, and the County Board of Supervisors, describing the state of the schools in the county.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- COE Request Form - Update Williams Settlement Site Visit (PDF)
- 2022 Nov Williams Lawsuit Report to Bd of Supervisors (PDF)

Melissa Kitts

From: noreply@civicplus.com
Sent: Monday, October 10, 2022 3:03 PM
To: Ann Nordyke; Melissa Kitts; Patricia Rodriguez
Subject: Online Form Submittal: Request For County Board of Supervisors Action

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

Request For County Board of Supervisors Action

Meeting Date	11/8/2022
Department/Agency	Colusa County Office of Education
From	Michael P. West
Telephone	5304580350
Subject	Update from the County Superintendent of Schools
Action Requested	Information only, no action requested.
Detailed Description/Background of Request	Update from the County Superintendent of Schools Regarding Williams Settlement Site Visits and other matters of interest.
Prior Board Action	None.
Fiscal Impact/Funding Source	None.
Action for the Clerk	None.
Attachments	*Field not completed.*

Email not displaying correctly? View it in your browser.

Attachment: COE Request Form - Update Williams Settlement Site Visit (8687 : Update on Williams Settlement Site Visits)

COLUSA COUNTY OFFICE OF EDUCATION
Michael P. West, County Superintendent of Schools
345 5th Street, Suite A, Colusa CA 95932
mwest@ccoe.net p 530.458.0350 f 530.458.0350

October 31, 2022

Jose Merced Corona, Chair
Colusa County Board of Supervisors
547 Market Street
Colusa, CA 95932

Dear Board Chair Corona,

Subject: *Williams* Settlement Findings for 2022-2023 Site Visits

The Colusa County Office of Education (CCOE) has the responsibility to visit schools in our county and report to you the results of these visits. 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 the 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 are holders of 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 the *Williams* Complaint forms are available, in English and other languages required as 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.

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams Settlement Site Visits)

This report for 2022-2023 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 mis assignments, and emergency or urgent facilities issues. Our *CCOE* office will continue our work in regards to quarterly *Williams* Uniform Complaint Reports.

Even though all Colusa County Education sites were not required to receive a Williams Case visit, the visitation of our Education sites was to edify the hard work of our custodial staff, our education staff, and our office that we are in full compliance with this legislative mandate.

Please be assured that CCOE will continue to be available 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.

Thank you and have a rewarding school year.

Sincerely,

Michael P. West
Colusa County Superintendent of Schools

cc: Wendy Tyler, County Administrative Officer

Attachment: *Williams* Settlement Annual District Visit Summaries 2022-2023

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams Settlement Site Visits)

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2022-2023

Colusa Unified School District

Rebecca Changus, Superintendent

District Contact: Jamie Lay

Erin Steidlmayer, School Board President

Phone No: (530) 458-7791

Email: jamie.lay@colusak12.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	Victoria Wilson	Monday, October 31, 2022	Yes	91.4% Good	Yes	Yes
Egling Middle School	Erika Lemenager	Monday, October 31, 2022	Yes	93.75% Good	Yes	Yes
Colusa High School	David Johnstone	Monday, October 31, 2022	Yes	94.0% Good	Yes	Yes

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2022-2023

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 School	Tim Drury	Thursday, October 13, 2022	Yes	81.80% Fair	Yes	Yes
Maxwell Junior High School	Tim Drury	Thursday, October 13, 2022	Yes	81.80% Fair	Yes	Yes
Maxwell High School	Summer Shadley	Thursday, October 13, 2022	Yes	67.71% Poor	Yes	Yes

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2022-2023

Pierce Joint Unified School District

Carol Geyer, Superintendent

District Contact: Francisco Mendoza

Abel Gomez, 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	Thursday, October 27, 2022	Yes	91.35% Good	Yes	Yes
Johnson Junior High School	Jessica Geierman	Thursday, October 27, 2022	Yes	89.74% Fair	Yes	Yes
Pierce High School	Don Friel	Thursday, October 27, 2022	Yes	83.33% Fair	Yes	Yes
Grimes Elementary School	Laura Hansen	Thursday, October 27, 2022	Yes	80.73% Fair	Yes	Yes

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams

WILLIAMS SETTLEMENT ANNUAL DISTRICT VISIT SUMMARY 2022-2023

Williams Unified School District

Sandra Ayon, Ed., Superintendent

District Contact: Tim Wright

Patricia Ash, 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 Jorge	Thursday, October 27, 2022	Yes	94.51% Good	Yes	Yes
Williams Upper Elementary School	Veronica Michael	Thursday, October 27, 2022	Yes	97.25% Good	Yes	Yes
Williams Jr. Sr. High School	Tyler Rutledge	Thursday, October 27, 2022	Yes	94.30% Good	Yes	Yes

Attachment: 2022 Nov Williams Lawsuit Report to Bd of Supervisors (8687 : Update on Williams

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Distribution of Claims For Excess Proceeds>

Adopt a Resolution authorizing the distribution of tax defaulted property sale excess proceeds.

Detailed Description/Background of request

Pursuant to Section 4675 of the Revenue and Taxation Code, any party of interest in the property may file a claim with the County for excess proceeds from the sale of tax defaulted properties, in proportion to his or her interest held with others of equal priority at the time of the sale. These funds were held for one year as required by law to allow for the submission of such claims. The claims listed within the Resolution contain sufficient information and proof to establish the claimants' right to the excess proceeds.

Prior Board Action

None.

Fiscal Impact/Funding Source

The $313,676.78 has been held for the past year and will be distributed to the claimants as required by law. There is no impact on the general fund.

Action for the Clerk

Please obtain signatures and provide copies to the Treasurer-Tax Collector, the Auditor and the Assessor.

ATTACHMENTS:

- Resolution for Distribution of Excess Proceds_22 (DOCX)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING DISTRIBUTION OF CLAIMS FOR EXCESS PROCEEDS

WHEREAS, on August 5th, 2021, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code; the parcels listed below were sold by the Tax Collector to satisfy the taxes, assessments, penalties and costs then delinquent on said properties; and

WHEREAS, there are excess proceeds in the amount of $313,676.78 from the sale of these properties; and

WHEREAS, under the California Revenue and Taxation Code Section 4675, a party of interest may file with the County a claim for excess proceeds from the sale of tax defaulted property within one year after the recordation of the Tax Collector's deed to the purchaser; and

WHEREAS, within one year after the recordation of the Tax Collector's deed to the purchaser, the following parties filed with the County a claim for excess proceeds from the sale of the Properties; and

WHEREAS, the claims listed below contain sufficient information and proof to establish, to the satisfaction of the Board of Supervisors, the Claimant's right to excess proceeds from the sale of the Property under California Revenue and Taxation Code Section 4675.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby orders distribution of excess proceeds as follows:

1. Claimant, Kelly Jones, filed a timely and valid claim for $21,134.23 which is one half (1/2) of excess proceeds from sale of property known as Assessor's Parcel Number 021-180-011-000. **Colusa County Controller to distribute $21,134.23 to Kelly Jones.**

2. Claimant, Anne Jones, filed a timely and valid claim for $21,134.23 which is one half (1/2) of excess proceeds from sale of property known as Assessor's Parcel Number 021-180-011-000. **Colusa County Controller to distribute $21,134.23 to Anne Jones.**

3. Claimant, Timothy Rennick, filed a timely and valid claim for $69,520.94 which is one hundred percent (100%) of excess proceeds from sale of property known as Assessor's Parcel Number 013-035-007-000. **Colusa County Controller to distribute $69,520.94 to Timothy Rennick.**

Attachment: Resolution for Distribution of Excess Proceeds_22 (8714 : Distribution of Claims For Excess Proceeds)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING DISTRIBUTION OF CLAIMS FOR EXCESS PROCEEDS

4. Claimant, Bob Demarteau, filed a timely and valid claim for $91,645.18 which is one hundred percent (100%) of excess proceeds from sale of property known as Assessor's Parcel Number 012-021-003-000. **Colusa County Controller to distribute $91,645.18 to Bob Demarteau.**

5. Claimants, William Edmond Chandler, William Joseph Chandler, Beau Chandler, Jason Chandler, and Hilary Pearl Bond submitted timely and valid claims for excess proceeds from the sale of property known as Assessor Parcel Number 005-064-002-000. William Edmond Chandler to receive 33.33%, William Joseph Chandler to receive 33.33%, Beau Chandler to receive 11.11%, Jason Chandler to receive 11.11% and Hilary Pearl Bond to receive 11.11%. All listed parties have assigned their rights to Global Discoveries Ltd. **Colusa County Controller to distribute $43,869.22 to Global Discoveries Ltd.**

6. Claimants, William Edmond Chandler, William Joseph Chandler, Beau Chandler, Jason Chandler, and Hilary Pearl Bond submitted timely and valid claims for excess proceeds from the sale of property known as Assessor Parcel Number 005-064-003-000. William Edmond Chandler to receive 33.33%, William Joseph Chandler to receive 33.33%, Beau Chandler to receive 11.11%, Jason Chandler to receive 11.11% and Hilary Pearl Bond to receive 11.11%. All listed parties have assigned their rights to Global Discoveries Ltd. **Colusa County Controller to distribute $6,384.37 to Global Discoveries Ltd.**

7. Claimants, William Edmond Chandler, William Joseph Chandler, Beau Chandler, Jason Chandler, and Hilary Pearl Bond submitted timely and valid claims for excess proceeds from the sale of property known as Assessor Parcel Number 005-064-004-000. William Edmond Chandler to receive 33.33%, William Joseph Chandler to receive 33.33%, Beau Chandler to receive 11.11%, Jason Chandler to receive 11.11% and Hilary Pearl Bond to receive 11.11%. All listed parties have assigned their rights to Global Discoveries Ltd. **Colusa County Controller to distribute $29,541.90 to Global Discoveries Ltd.**

Attachment: Resolution for Distribution of Excess Proceeds_22 (8714 : Distribution of Claims For Excess Proceeds)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING DISTRIBUTION OF CLAIMS FOR EXCESS PROCEEDS

8. Claimants, William Edmond Chandler, William Joseph Chandler, Beau Chandler, Jason Chandler, and Hilary Pearl Bond submitted timely and valid claims for excess proceeds from the sale of property known as Assessor Parcel Number 005-064-009-000. William Edmond Chandler to receive 33.33%, William Joseph Chandler to receive 33.33%, Beau Chandler to receive 11.11%, Jason Chandler to receive 11.11% and Hilary Pearl Bond to receive 11.11%. All listed parties have assigned their rights to Global Discoveries Ltd. **Colusa County Controller to distribute $24,324.57 to Global Discoveries Ltd.**

PASSED AND ADOPTED this _____ day of _____, ____ by the following vote:

AYES: [3 spaces between the ayes, noes, and absents]

NOES:

ABSENT:

_____

Merced Corona, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____,
Deputy

APPROVED AS TO FORM:

_____

Richard Stout, County Counsel

NOTES: 1) The title of the Resolution is to be placed at the top of any subsequent pages. The last page should not consist solely of signatures.
2) Font must be 12 point Times New Roman.
3) Page margins must be 1" all the way around.
4) Page numbers should be used in the footer only if there are multiple pages. If only one page, then no page numbers.
5) Signature lines may change over time, so please adjust accordingly.

Attachment: Resolution for Distribution of Excess Proceeds_22 (8714 : Distribution of Claims For Excess Proceeds)

6) Only use the footer if there is more than one page.

Attachment: Resolution for Distribution of Excess Proceeds_22 (8714 : Distribution of Claims For Excess Proceeds)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Air Pollution Control

FROM: Casey Ryan

SUBJECT: Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program (FY 2022-23)

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution Approving and Authorizing the Application to Administer The Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program for Fiscal Year (FY) 2022-23.

Detailed Description/Background of request

The State Legislature allocated $150,000,000 to the California Air Resources Board (CARB) to fund grants with air districts under the FARMER Program. After withholding $1,500,000 for CARB program administration, $148,500,000 is available for districts. The tentative allocation of FARMER Program funding is based on publicly available emissions data for agricultural equipment in the 2021 California agricultural equipment emissions inventory (AG2021) and each district's air quality and attainment status.

Participating in the FARMER Program is an opportunity for the Colusa County Air Pollution Control District (District) to receive larger than usual allotment of grant funds to replace agricultural equipment. California air pollution control districts with at least one percent of the statewide emissions from agricultural equipment are able to apply for FARMER Program grants.

The District participated in the FARMER Program during fiscal year 2017-18 ("Farmer 1"), which funded a total of twenty-one (21) projects. The District has expended a total of $1,296,660.09 in project funds and $83,393.91 in implementation funds in the program. The "Farmer 1" program has successfully closed as of 6/1/2021.

The District participated in the FARMER Program during fiscal year 2018-19 ("Farmer 2"), which funded a total of twenty-one (21) projects. The District has expended a total of $1,262,466.61 in project funds and $70,884.39 in implementation funds in the program. The "Farmer 2" program has successfully closed as of 7/11/2022.

The District also introduced and implemented the Alternative Assistance Replacement Program (AARP) during fiscal year 2018-19, which made FARMER funds available to "smaller" growers in Colusa County. Of the funds listed above, the District expended a total of $143,367.00 toward five (5) projects for the AARP.

The District also participated in the FARMER Program during fiscal year 2019-20 ("Farmer 3"), which funded a total of ten (10) projects. The District has expended a total of $478,312.00 in project funds and has expended $50,878.06 out of the $82,133.00 in implementation funds. The District has until 6/30/2023 to expend the funds.

The District also participated in the FARMER Program during fiscal year 2021-22 ("Farmer 4"), which has nineteen (19) projects under contract. The District is currently in the process of project completions and final payments. The District has until 6/30/2024 to complete the projects.

Prior Board Action
The Board previously approved "Farmer 1" participation during fiscal year 2017-18 on May 15, 2018, as well as "Farmer 2" for fiscal year 2018-19 on April 16, 2019.

A motion to adopt the resolution for fiscal year 2019-20 "Farmer 3" was defeated 1-3, with one recusal on April 7, 2020. The Board subsequently reconsidered the resolution for "Farmer 3" participation on April 21, 2020 and upon the presentation of new information, approved the resolution.

The Board previously approved "Farmer 4" participation during fiscal year 2021-22 on November 23, 2021.

Fiscal Impact/Funding Source
This is a revenue agreement with grant funds provided by the State of California for the program.

Action for the Clerk
Obtain necessary signatures and submit a certified copy of the resolution to Mr. Evan Powers, Air Pollution Specialist, by email at Evan.Powers.arb.ca.gov.

Obtain necessary signatures and submit a copy of the resolution to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- Resolution (Farmer 5) (DOCX)
- FARMER 5 Application (2022-23) (PDF)

RESOLUTION NO.

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO ADMINISTER THE FUNDING AGRICULTURAL REPLACEMENT MEASURES FOR EMISSION REDUCTIONS (FARMER) PROGRAM FROM THE CALIFORNIA AIR RESOURCES BOARD

WHEREAS, the California Air Resources Board (CARB) has adopted the Funding of Agricultural Replacement Measures for Emissions Reductions (FARMER) Program to achieve emission reductions from the agricultural sector;

WHEREAS, the State Legislature allocated $150,000,000 from the State Budget for Fiscal Year (FY) 2022-23 to CARB for the reduction of criteria, toxic and greenhouse gas (GHG) emissions for the agricultural sector;

WHEREAS, CARB has withheld $1,500,000 for program administration, allowing $148,500,000 available to districts for the administration of the FARMER Program;

WHEREAS, the FARMER program may fund Carl Moyer Program-eligible agricultural projects, zero-emission agricultural utility terrain vehicles and additional project categories as approved by the CARB Executive Officer;

WHEREAS, the District has until June 30, 2025 to expend the FARMER funds and this deadline will not revert; and

WHEREAS, the District has historically oversubscribed Carl Moyer Program which includes the replacement of off-road agricultural engines and equipment.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Governing Board approves and authorizes submittal of an application to the California Air Resources Board for the participation in the FARMER Program, and the acceptance of funds allocated and awarded to the District for eligible projects and program administration each year in accordance with the terms and conditions of FARMER grant agreements;

2. The Colusa County Air Pollution Control District will comply with FARMER Program requirements as specified in the applicable FARMER guidelines, and the District's FARMER Policies and Procedures;

3. The Governing Board directs the Air Pollution Control Officer to accept, subject to the Board's approval, FARMER Program projects, accept grant amounts, and request disbursements; and

4. The Governing Board directs the Air Pollution Control Officer to maintain program compliance consistent with the criteria listed in the FARMER Guidelines to the extent the Board approves participation in the program.

Attachment: Resolution (Farmer 5) (8683 : FARMER Program (FY 2022-23))

PASSED AND ADOPTED this 8th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair
Governing Board of the Colusa County
Air Pollution Control District

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

By _____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution (Farmer 5) (8683 : FARMER Program (FY 2022-23))

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD
MSCD/ISB-180 (REV 02/19)

FUNDING AGRICULTURAL REPLACEMENT MEASURES FOR EMISSION REDUCTIONS (FARMER) PROGRAM APPLICATION

1. APPLICANT AIR DISTRICT

Air District Name: Colusa County Air Pollution Control District

Street Address: 100 Sunrise Blvd., Suite F

City/Zip Code: Colusa, CA 95932

Contact Person: Casey Ryan

Phone: 530-458-0583 E-mail Address: cryan@countyofcolusa.com

2. FARMER PROGRAM FUNDING REQUEST

Please complete. Air District requests:

■ The full tentative allocation ("Total Tentative Allocation" amount from Table 1 in the Solicitation Memo). The Air District will accept the full allocation and may choose to designate all or a portion of its tentative allocation to the Shared Allocation Pool or to a lead air district.

- ☐ If additional funding becomes available, the Air District requests a greater amount, as specified below:

  $ _____

- ☐ Air District authorizes the funds be designated to the Shared Allocation Pool, for the amount specified below.

  $ _____

- ☐ Air District authorizes the funds to be designated to a lead air district, for the amount specified below.

  $ _____

  (Please specify designated lead air district.)

  _____

☐ Less than the tentative allocation, for the amount specified below:

$ _____

☐ No FARMER Program funds. Air District declines all funding.

3. PROJECT IMPLEMENTATION

Check box and enter percentage <u>if</u> Air District requests a project implementation grant percentage lower than the 6.25% or 12.5% allowed.

■ The Air District requests project implementation funds be included in this grant at 12.5 percent of the total grant.

Attachment: FARMER 5 Application (2022-23) (8683 : FARMER Program (FY 2022-23))

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD
MSCD/ISB-180 (REV 02/19)

4. BOARD RESOLUTION

Check one box and complete the date if applicable.

☐ This application has been duly approved and authorized by the Air District governing board, as specified in the attached resolution.

■ This application is scheduled to go before the Air District board on November 8, 2022 (Date).

5. AIR DISTRICT CONTACT INFORMATION

Please complete items (a)- (d):

(a) Air District Air Pollution Control Officer	Phone	Email Address
M. Anastacia Allen	530-458-0590	mallen@countyofcolusa.cor

(b) Air District FARMER Program Manager	Phone	Email Address
Casey Ryan	530-458-0583	cryan@countyofcolusa.com

(c) Air District Mailing Address:

100 Sunrise Blvd., Suite F, Colusa, CA 95932

(d) Air District Phone Number:

530-458-0590

6. DISTRICT APCO/EO APPROVED SIGNATURE

☑ To the best of my knowledge and belief, the information in this application is true and correct. Unless my district has declined or designated all of these grant funds, a FARMER Program District Policies and Procedures Manual, based on current FARMER Program Guidelines, will be developed and maintained at the Air District's office.

Signature of Air Pollution Control Officer — Date: 10/4/2022

Please e-mail signed application to:
farmer@arb.ca.gov.

Attachment: FARMER 5 Application (2022-23) (8683 : FARMER Program (FY 2022-23))

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Sheriff

FROM: Michael Bradwell

SUBJECT: Presentation to the Board of Supervisors and update on the progress and current status of the S.B. 863 Colusa County Detention and Treatment Facility Project.

Presentation/update on the progress and current status of S.B. 863 Colusa County Detention and Treatment Facility Project.

Detailed Description/Background of request

In 2015, the California Board of State and Community Corrections (BSCC) issued a Request for Proposals (RFP) for awards of up to $500 million in state lease-revenue bond financing for the acquisition, design, and construction of program and treatment space for adult local criminal justice facilities, as authorized by Senate Bill (SB) 863 (Chapter 37, Statues of 2014). SB 863 provided funding consideration to counties replacing compacted, outdated, or unsafe jail housing capacity or seeking to renovate or build jail facilities to provide adequate programming and treatment space.

In 2016, the Sheriff's Office and County were awarded 20 million dollars to construct the Colusa County Detention and Treatment Facility. Since then the County Team has worked diligently to move this project through the state process seeking completion. Currently the Sheriff's Office and County are in the process of finalizing the RFP (Request for Proposals) process and moving closer to site construction.

Prior Board Action

Multiple board actions with regard to this project.

Fiscal Impact/Funding Source

$20,000,000 from the BSCC to support the construction of the Colusa County Detention and Treatment Facility. Any additional funds needed will come from the County.

Action for the Clerk

None

ATTACHMENTS:

- Colusa County Jail PowerPoint CCBOS (PPTX)

Colusa County Detention and Treatment Facility

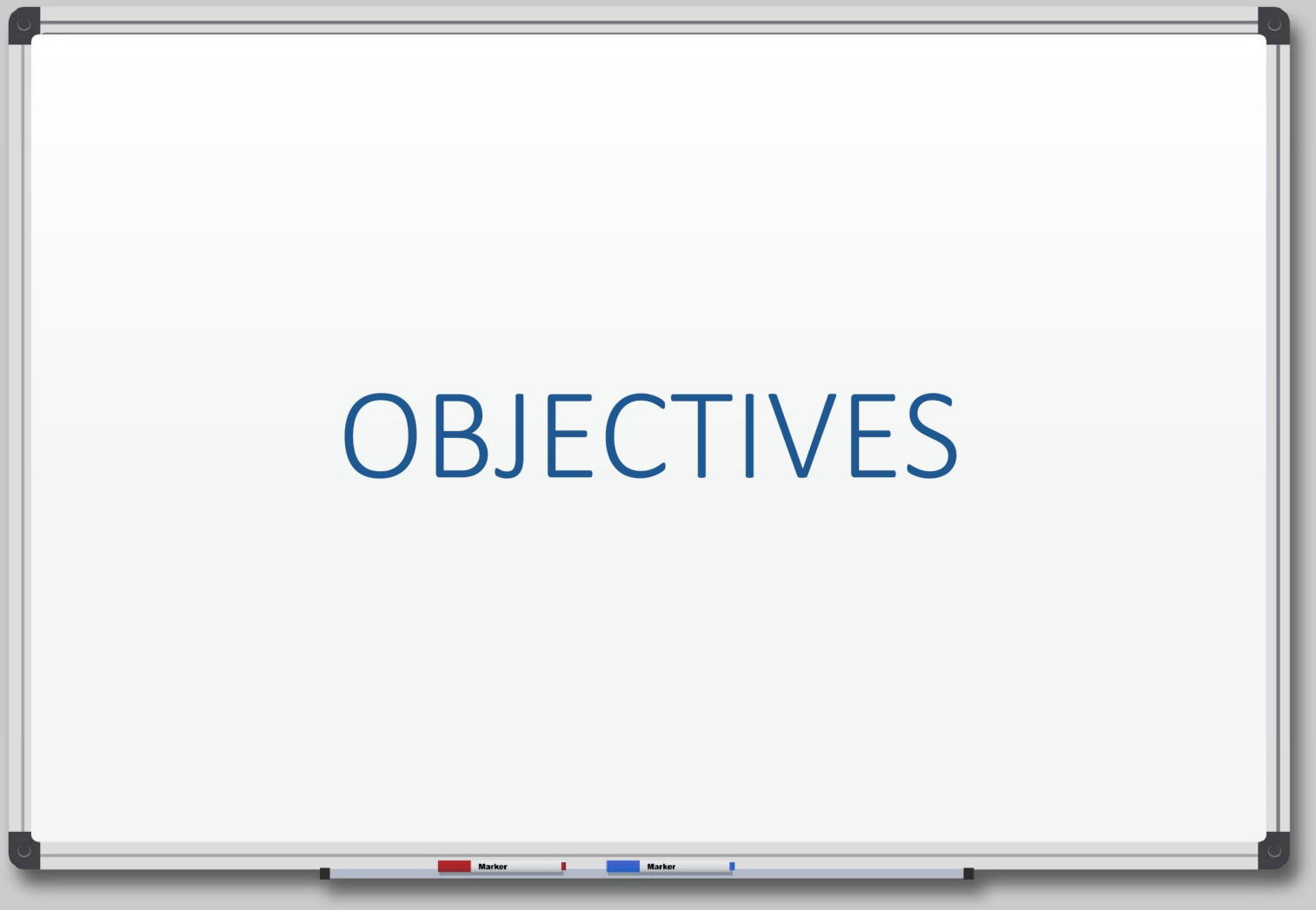
Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

ESTIMATED CONSTRUCTION COST

$20,595,488– Base Bid

The County has received one proposal and it is being processed.

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment



Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

OVERARCHING OBJECTIVES

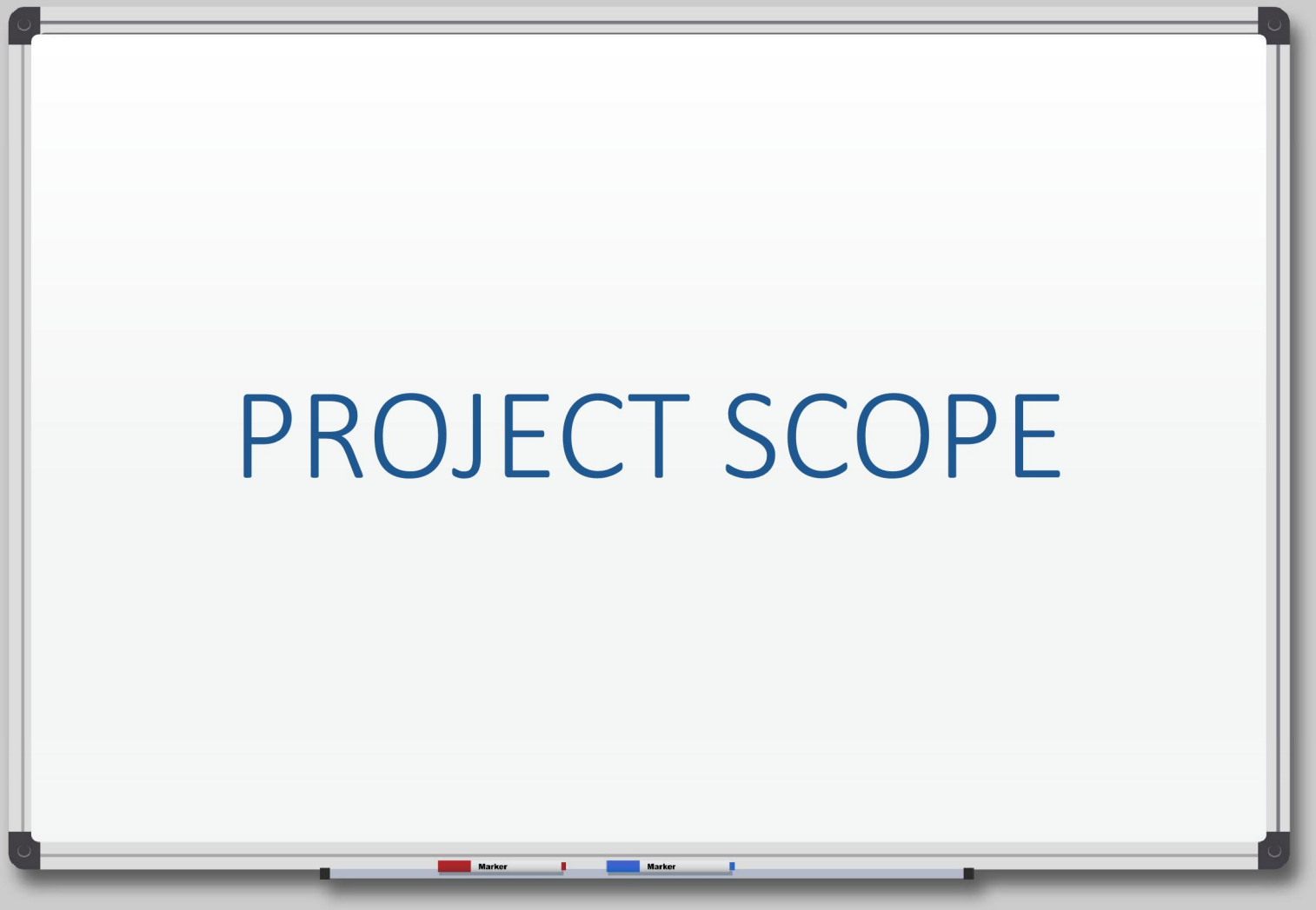
1. **Achieve the collaborative benefits** of Design Build delivery.

2. **Colusa County's goal** – to continue the forward progress of the project. Work collaboratively with our partners to successfully complete the project.

3. **Construct a new state of the art Colusa County Detention and Treatment Facility** to upgrade and improve the operational efficiency of the Colusa County Jail.

4. **Provide a facility** that is efficient, well equipped and affordable.

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

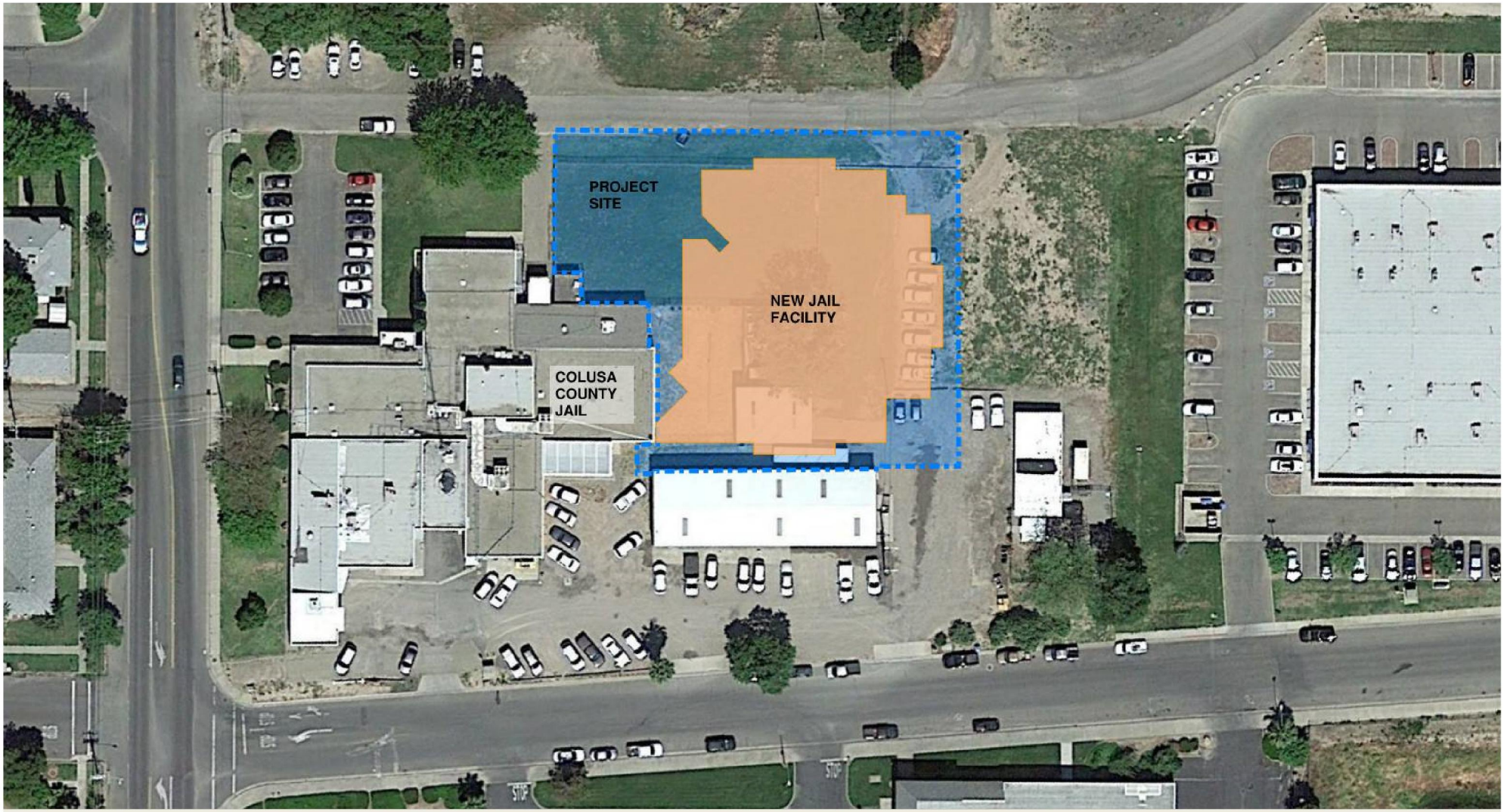


Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

PROJECT SCOPE

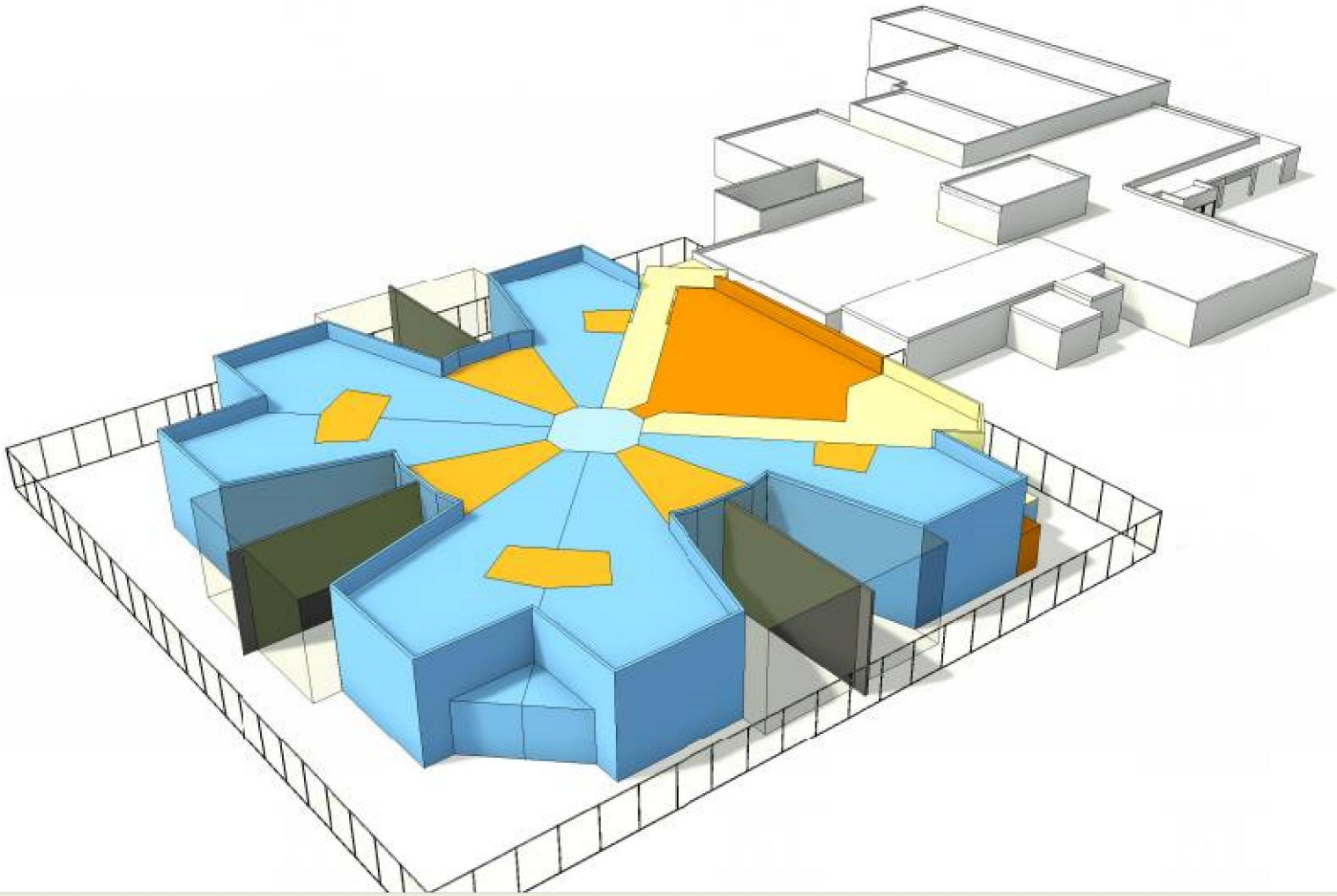
- CCDTF will be a separate, stand-alone facility on County-owned land east of the existing Jail
- Provide 96 new detention beds in podular-style housing units
- Include a variety of program treatment rooms, a new medical and dental clinic, a small pod with safety cells and a respiratory isolation cell, retherm kitchen
- Accommodate medium and maximum-security inmates in a mix of double-cells and dormitories in tiered pods
- Medical and dental exam rooms
- Program treatment rooms will be located in each housing unit

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment



SITE AERIAL VIEW

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment



3D VIEW – LOOKING SOUTHWEST

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

SITEWORK

- Cut/fill to address existing grading conditions
- Maintain a consistent floor level with the existing Jail
- Relocation of underground utilities
- Stormwater management

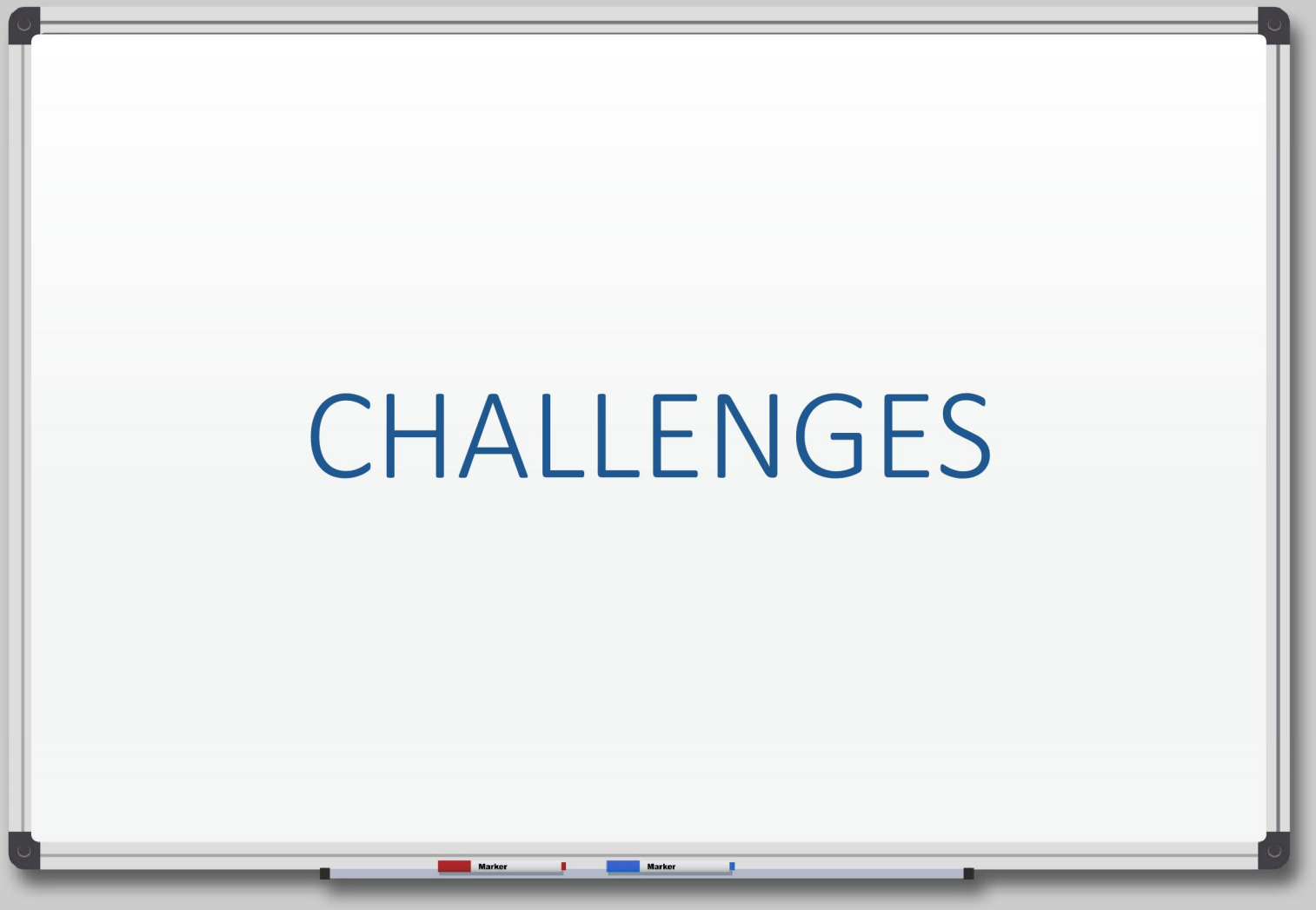
Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

ADDITIONAL STEPS

- Bid Tabs Summary Submitted to the BSCC
- Colusa County Board of Supervisors conditionally approves the Proposal/Design-Build entity for the CCDTF
- Owner issues Notice to Proceed for Design Services to the selected Design Build Entity

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment



Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

CHALLENGES

- Inflation
- Supply Chain

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

Questions?

Thank you!

Attachment: Colusa County Jail PowerPoint CCBOS (8718 : Colusa County Detention and Treatment

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: **Consider second reading by title only and adoption of an Ordinance of the Board of Supervisors of the County of Colusa Repealing Ordinance 736 and Amending Ordinance No. 733, Granting a County Wide Pipeline Franchise to Central Valley Gas Storage, LLC.**

Second reading by title only and adoption of an Ordinance Repealing Ordinance No. 736 and Amending Ordinance No. 733, granting a County-wide gas pipeline franchise to Central Valley Gas Storage LLC., to continue the franchise and extend the term for 20 years.

Detailed Description/Background of request

Central Valley Gas Storage LLC is a natural gas storage company operating under a franchise granted to them by the Board of Supervisors in 2010. The franchise was granted to them under Ordinance 733 and amended via Ordinance 736 to increase allowable pipe size . Their current franchise expired in 2020 and was not advanced for reconsideration due to an administrative oversight, however, they have continued timely franchise fee payments and their account is current.

Central Valley Gas Storage LLC has requested a franchise renewal with a 20 year extension of the term, for a total franchise term of 32 years.

This ordinance was introduced at your meeting on October 25th, and is back before you for adoption. As of the writing of this staff report, no additional comments have been received as a result of the ordinance summary which was published on November 3, 2022.

Prior Board Action

Pipeline Franchise (Ordinance 733) was granted on June 1, 2010.
Amended (Ord 736) August 24, 2010

Fiscal Impact/Funding Source

Continued franchise fee (based per lineal foot of pipeline within the County Right of Way). Exact amounts will be determined per PUC 6231.5, by the Department of Public Works.

Action for the Clerk

Number Ordinance, provide fully executed copy to the department with Certified Board Orders.

A summary of the ordinance 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, within fifteen (15) days after its passage.

ATTACHMENTS:

- Colusa County Extension Letter (PDF)
- 736 Amending Ordinance No 733 Central Valley Gas (PDF)
- 733 Granting Pipeline Cental Valley Gas Storage (PDF)
- Central Valley Franchise Ord. (DOC)
- PROOF 11-8-22 Meeting Proposed Ordinance Granting County Wide Pipeline (PDF)

Central Valley Gas Storage

Dennis Chappell
Manager, Storage Operations
530-777-8611 cell
dchappel@southernco.com

September 2, 2022

Mike Azevedo
County of Colusa
Department of Public Works
1215 Market St.
Colusa, CA 95932

Via email: mjazevedo@countyofcolusa.org

Re: Proposed County-wide Pipeline Franchise ("Franchise") Ordinance

Dear Mr. Azevedo:

Central Valley Gas Storage ("CVGS") has enjoyed its longstanding, positive relationship with Colusa County under the Franchise that was granted through the above-referenced ordinance. To continue that relationship, CVGS would propose a new Franchise ordinance, modeled after Ordinance No. 736, using that ordinance's language other than replacing the phrase "for a period of ten (10) years from and after the effective date of this Ordinance" with "for a period of twenty (20) years from and after the effective date of this Ordinance and year-to-year thereafter unless terminated by provision of at least six months prior notice . . . ."

After you have had time to consider this request, we would be happy to discuss it with you at your earliest convenience.

Sincerely,

Dennis Chappell
Manager Storage Operations

Attachment: Colusa County Extension Letter (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

ORDINANCE NO. 736

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA AMENDING ORDINANCE NUMBER 733 GRANTING A COUNTY-WIDE PIPELINE FRANCHISE TO CENTRAL VALLEY GAS STORAGE LLC

The Board of Supervisors do ordain as follows:

Section 1 of Ordinance 733 is hereby amended to read as follows:

SECTION 1. The County of Colusa, hereinafter referred to as COUNTY, hereby grants the right and franchise to:

Central Valley Gas Storage, LLC

3333 Warrenville Road, Suite 300

Lisle, IL 60532

(630) 740-8478

www.CVGasStorage.com

hereinafter referred to as GRANTEE, for the period of ten (10) years from and after the effective date of this Ordinance to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of pipelines not to exceed **thirty six (36)** inches in internal diameter for the transportation of oil, gas, petroleum, gasoline, air, steam, water, mud, or other substances resulting from the processing, development and production of oil and/or gas, together with all traps, manholes, valves, connections, fittings and other appurtenances and facilities necessary or convenient for the operation of said system of pipelines in, under, along and across all COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California. This franchise shall include all pipelines and appurtenances owned and operated by GRANTEE which have previously been constructed within COUNTY right-of-ways.

Within 15 days of the passage of this Ordinance, the County Clerk shall cause it to be published at least once in a newspaper of general circulation published and circulated within the County of Colusa.

Attachment: 736 Amending Ordinance No 733 Central Valley Gas (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

The foregoing Ordinance was introduced at a general meeting of the Colusa County Board of Supervisors held on August 10. 2010.

Passed and adopted this 24th day of August 2010 by the following vote:

AYES: Supervisors Denise J. Carter, Thomas A. Indrieri, Mark D. Marshall, Gary J. Evans, and Kim Dolbow Vann.

NOES: None.

ABSENT: None.

Kim Dolbow-Vann, Chairman
Colusa County Board of Supervisors

Attest: Kathleen Moran
County Clerk and ex-officio
Clerk of the Board of Supervisors

By: _____
Ann Nordyke, Deputy

Approved as to form:

_____
Thomas R. Parker, County Counsel

Attachment: 736 Ordinance Amending Ordinance No 733 Central Valley Gas (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

ORDINANCE NO. 733

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING A COUNTY-WIDE PIPELINE FRANCHISE TO CENTRAL VALLEY GAS STORAGE LLC

The Board of Supervisors of the County of Colusa do ordain as follows:

SECTION 1. The County of Colusa, hereinafter referred to as COUNTY, hereby grants the right and franchise to:

Central Valley Gas Storage, LLC

3333 Warrenville Road, Suite 300

Lisle, IL 60532

(630) 740-8478

www.CVGasStorage.com

hereinafter referred to as GRANTEE, for the period of ten (10) years from and after the effective date of this Ordinance to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of pipelines not to exceed four (4) inches in internal diameter for the transportation of oil, gas, petroleum, gasoline, air, steam, water, mud, or other substances resulting from the processing, development and production of oil and/or gas, together with all traps, manholes, valves, connections, fittings and other appurtenances and facilities necessary or convenient for the operation of said system of pipelines in, under, along and across all COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California. This franchise shall include all pipelines and appurtenances owned and operated by GRANTEE which have previously been constructed within COUNTY right-of-ways.

SECTION 2. Said pipeline and appurtenances shall be installed in and under said streets and roads in such a manner as not to do any damage of a permanent nature thereto nor interfere with the public right to travel over, along and across said streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing pipelines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said pipeline and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said pipeline and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a pipeline where, in the opinion of the COUNTY, such installation would endanger the public or adjoining landowners, or interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing pipeline shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in said streets and roads whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over said roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation at GRANTEE'S sole cost and expense shall be limited to a maximum of two times at any one location during the term of this agreement.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

of said pipeline and appurtenances, place said COUNTY street and roads, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 9. Within thirty (30) days following the construction, laying, repairing or removal of pipeline under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the highway, both with reference to the surface and with reference to the property lines along said highway. The location of the pipeline shall be marked with permanent visible markers, as approved by the COUNTY, at each horizontal angle point of the pipeline, but at distances not greater than 500 lineal feet between markers.

SECTION 10. GRANTEE shall, for each calendar year or fractional calendar year, file with the Public Works Director of the County of Colusa, within ninety (90) days after the expiration of the calendar year, or fractional calendar year, a verified statement showing in detail the pipe installed under this franchise on COUNTY right-of-ways or property, the sections of such pipe which were used or are available for use in the calendar year for the transport of oil, gas, or other substances. GRANTEE shall, within one-hundred five (105) days following the expiration of the calendar year, pay to the Public Works Director of the County of Colusa a fee as set forth in Section 6231.5 of the Public Utilities Code, to be deposited in the Road Fund. GRANTEE shall not be required to make such payments regarding any pipeline which has been formally abandoned with approval of COUNTY. In the event GRANTEE fails to file such statement or make such payment within the time provided above, the COUNTY may give written notice of such default to GRANTEE, who shall have thirty (30) days following the notice to correct the default. The COUNTY may add an additional fee in an amount not to exceed twelve percent (12%) to the amount of the payment then due. Any neglect, omission or refusal by GRANTEE to file such verified statement, or to pay said fee and any additional fee after receiving notice of default as specified above, shall be grounds for the declaration of a forfeiture of this franchise and of all rights of GRANTEE hereunder. Any such forfeiture shall not extinguish, terminate or otherwise affect any liability or obligation on the part of said GRANTEE existing at the time of such forfeiture.

SECTION 11. The GRANTEE hereof, its successors and assigns, shall at all times during the term of said franchise keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the lineal feet of pipe installed under asphaltic or concrete pavement, and Three Dollars ($3.00) times the sum of the lineal feet of all other pipe that has not been approved for abandonment by COUNTY, with a corporate surety conditioned that said GRANTEE,

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, within 30 days after notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said pipelines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall remove all surface facilities and abandon all pipelines using the abandonment-in-place procedure as outlined in the California Public utility Commission General Order 112E and the Department of Transportation Code of Regulations, Part 49, Paragraph 192.727 "Abandonment or Deactivation of Facilities", at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefore, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action,

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $5,000,000 aggregate for products-completed operations; and $10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:

(a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;

(b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(b) Name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.

(2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.

(3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

financial capability for payment of such deductibles or self-insured retentions.

(4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.

(5) Each policy shall obligate the insurer to give COUNTY thirty-days advance written notice of cancellation or material modification.

(6) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. **This section shall not limit GRANTEE'S obligation under Section 15.**

(7) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in the Colusa County Sun Herald, a newspaper of general circulation in the County of Colusa.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 15th day of June 2010 by the following vote:

AYES: Supervisors Denise J. Carter, Thomas A. Indrieri, Gary J. Evans and Kim Dolbow Vann.

NOES: None.

ABSENT: Supervisor Mark D. Marshall.

Kim Dolbow-Vann, Chairman,
Board of Supervisors, County
of Colusa, State of California

ATTEST:

Kathleen Moran, County Clerk
And Ex-Officio Clerk to the
Board of Supervisors

APPROVED AS TO FORM:

Henry Rodegerdts,
County Counsel

Attachment: 733 Granting Pipeline Cental Valley Gas Storage (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA REPEALING ORDINANCE 736 AND AMENDING ORDINANCE 733, GRANTING A COUNTY-WIDE PIPELINE FRANCHISE TO CENTRAL VALLEY GAS STORAGE, LLC.,

The Board of Supervisors of the County of Colusa ordains as follows:

SECTION 1

Purpose: It is the purpose of this ordinance to extend the County-wide pipeline franchise created in ordinance 733 to Central Valley Gas Storage, LLC for a period of twenty (20) years from the passage of this ordinance.

SECTION 2

Ordinance 736 is hereby repealed.

SECTION 3

Section 1 of Ordinance 733 is hereby amended to read as follows:

The County of Colusa, hereinafter referred to as COUNTY, hereby grants the right and franchise to:

Central Valley Gas Storage, LLC
3333 Warrenville Road, Suite 300
Lisle, IL 60532
(630) 740-8478
www.CVGasStorage.com

hereinafter referred to as GRANTEE, for the period of twenty (20) years from and after the effective date of this Ordinance, and year to year thereafter unless terminated by provision of at least six months prior notice, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of pipelines not to exceed thirty six (36) inches in internal diameter for the transportation of oil, gas, petroleum, gasoline, air, steam, water, mud, or other substances resulting from the processing, development and production of oil and/or gas, together with all traps, manholes, valves, connections, fittings and other appurtenances and facilities necessary or convenient for the operation of said system of pipelines in, under, along and across all COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California. This franchise shall include all pipelines and appurtenances owned and operated by GRANTEE which have previously been constructed within COUNTY right-of-ways.

Attachment: Central Valley Franchise Ord. [Revision 1] (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

SECTION 4

The County finds that Ordinance 733, as amended through this ordinance, is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment). Additionally, the following categorical exemption applies: Section 15321 (action by regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency).

SECTION 5

This ordinance shall become effective thirty (30) days after its passage. A summary of the ordinance shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 25th day of October 2022, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the **XXX** day of **XXXX**, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Central Valley Franchise Ord. [Revision 1] (8717 : Ordinance Amending Ordinance 736 for Central Valley Gas Storage LLC)

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

Draft Proof

County of Colusa

NOTICE DESCRIPTION

Public Notice

RUN DATES

11/03/2022

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

LEGAL NOTICE

COUNTY OF COLUSA

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on November 8, 2022, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider a proposed Ordinance as follows:

ORDINANCE SUMMARY

The County of Colusa is proposing to adopt an ordinance to repeal Ordinance Number 736 (An Ordinance Amending Ordinance Number 733 Granting a County-Wide Pipeline Franchise to Central Valley Gas Storage LLC) and create a new ordinance amending Ordinance Number 733. The new ordinance will continue to allow the franchisee the use of pipelines not to exceed thirty six (36) inches and to extend the grant of the franchise to Central Valley Gas Storage LLC for an additional twenty (20) years from the date of the new ordinance.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.com. All persons are invited to attend and be heard.

Date: October 25, 2022

/s/ Ann Nordyke, Deputy

11/03/2022 - CCPR # 2022-0982

PROOF • DRAFT PROOF • DRAFT PROOF • DRAFT

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Angela Gross

SUBJECT: Approval to Purchase and Install Equipment to Outfit Three Patrol Vehicles

Make a finding that competitive bidding is not in the best interest of the public for the purchase and install of equipment to outfit three patrol vehicles. **Further**, approve the purchase through Sutter Buttes Communications, Inc. in the amount of $36,559.43 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

The Sheriff's Office has submitted a requisition to purchase equipment to outfit three 2023 patrol vehicles. Taking into account the staff and time needed to transport the vehicles to and from the vendor's location, Purchasing is requesting that the Board consider making a written finding that competitive bidding is not in the public's best interest for this purchase, approve the purchase and installation of equipment through Sutter Buttes Communications, Inc. in the amount of $36,559.43 and authorize the Purchasing Agent to sign the purchase order.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (312-57199-312-0)

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and return to Angela @ Purchasing

ATTACHMENTS:

- SBC Proposal (PDF)
- 31211082022A (XLS)

Sutter Buttes Communications,Inc.

Proposal

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

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

Customer: CCSO
Attention: Jarrod
Re: 2022 Ford Interceptor Build (3)
Fax:
Phone:
Email:

Proposal Date	9/15/2022
QUOTE#	AW91522-2
TERMS	
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	60 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	**CCSO SUV Parts/Equipment:** (Please refer to attachment containing parts for installation) Pricing includes the installation of radio equipment into vehicle at the time of emergency equipment installation. *Radio communications equipment will be installed by certified radio communications technicians. Antenna and Radio will both be tested and aligned/optimized if necessary. Radio Programming, Unit ID/Emergency Button ID's will be updated. AES "secure"* operations will be verified and tested. **Labor Breakdown:** $2,900/Unit	8,379.00	$25,137.00

SUBTOTAL		25,137.00
TAX	@7.25%	1,822.43
LABOR		8,700.00
EST. FREIGHT		900.00
		$36,559.43
		PAY THIS AMOUNT

Notes: This proposal covers the purchase and installation of listed equipment plus one radio quoted separately. Scope of work to be done at SBC over a 5-7 day period. SBC will honor all manufacturer's warranties and will cover labor for 6 years.

Please allow 6-8 weeks for delivery of parts.

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

Delivery: Allow 6 to 8 weeks ARO for delivery of parts once approved and ordered.

THANK YOU FOR YOUR BUSINESS!

File: CCSO 2023 Ford Interceptor Build Quote AW91522-2

Printed: 9/15/2022

Attachment: SBC Proposal (8702 : Approval to Purchase Equipment to Outfit Three Patrol Vehicles)

Customer Name: Colusa County Sheriff

Date: 1-14-22

Vehicle: 2022 Ford Interceptor

QTY	MANUFCTR	PART#	DESCRIPTION	PRICE	EXT PRICE
1	Whelen	IW8RRBB	Liberty II LED Red/Blue Lightbar with TA	$2,150.00	$2,150.00
1	Whelen	C399	Cencom Core Siren/Light Controller	$1,225.00	$1,225.00
1	Setina	BK2017ITU20	Push Bumper with 2 Whelen ION LED Lights R/B	$780.00	$780.00
1	Gamber Johnson	7170-0734-08	Interceptor Console with Cup Holder and Arm Rest	$525.00	$525.00
1	Havis	C-USB-2	Faceplate w/ Power Outlets	$75.00	$75.00
1	Gamber Johnson	7160-0924	Storage Pocket	$45.00	$45.00
2	Innovative	MMSU-1	Magnetic Mic Clip	$40.00	$80.00
2	Feniex	Cannon	LED Light for Brake Light Housing	$105.00	$210.00
1	Setina	PK1134ITU20TM	Recessed Prisoner Partition	$800.00	$800.00
1	Setina	GK10301S1U	Dual Gun Rack System for AR/870	$450.00	$450.00
1	Setina	PK0123ITU202ND	Cargo Partition	$510.00	$510.00
1	Whelen	SA315P	100 Watt Siren Speaker	$225.00	$225.00
1	Whelen	SAK66D	Siren Speaker Bracket	$40.00	$40.00
1	Patrol Power	EX0011	Fuse Block/Wire Harness/Timer Kit	$825.00	$825.00
1	Laird	35951	VHF Black Antenna	$15.00	$15.00
1	Laird	15243	Scanner Antenna	$35.00	$35.00
2	Laird	78815	Coax Kit with Connector	$22.00	$44.00
1	Uniden	BCT15X	Scanner w/ Programming	$260.00	$260.00
1	SBC		Misc. Hardware, Loom, Fuses, Connectors, Etc.	$85.00	$85.00
					$8,379.00

Attachment: SBC Proposal (8702 : Approval to Purchase Equipment to Outfit Three Patrol Vehicles)

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

Purchase Order No.
31211082022A

PURCHASE ORDER

VENDOR	Sutter Buttes Communications, Inc.
NAME	Andrew Welch
ADDRESS	445 Palora Ave.
	Yuba City, CA 95991
PHONE	530.673.3475

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
11/8/2022	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
3	EA		CCSO SUV PARTS/EQUIPMENT		25,137.00

SUBTOTAL	25,137.00
CA Sales Tax 7.25%	1,822.43
Shipping/Install	900.00
LABOR	8,700.00
TOTAL	36,559.43

BASED ON ATTACHED QUOTE
AW91522-2

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:

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

Authorized by Date

Attachment: 31211082022A (8702 : Approval to Purchase Equipment to Outfit Three Patrol Vehicles)

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Colusa County Flood Control and Water Conservation District Update

SITTING AS THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
Receive update regarding Colusa County Flood Control and Water Conservation District (CCFCWCD) and Sites Reservoir.

Detailed Description/Background of request
On September 13th the Board of Supervisors sitting as the Colusa County Flood Control and Water Conservation District entered into a contract with Ironsite for consulting services associated with the Sites Reservoir Project. Our consultant will provide the Board with an update of activities to date, and upcoming tasks.

Prior Board Action
Sept. 13, 2022 entered into contract No. C22-196

Fiscal Impact/Funding Source
None for this item. Contract is budgeted for $37,500

Action for the Clerk
none

COUNTY OF COLUSA, CA

13.1

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

DEPARTMENT: County Counsel

FROM: Jennifer Sutton

SUBJECT: CLOSED SESSION - EXISTING LITIGATION

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

13.2

Request For County Board of Supervisors Action

MEETING DATE: November 8, 2022

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: One case

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One Case.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk