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

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

Agenda

October 29, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of Closed Session for October 15, 2024
- 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 Items No.'s 1 through 13.

1. TREASURER
Accept September 2024 Treasury Monthly Investment Report as presented.

2. CLERK RECORDER/ELECTIONS
Adopt Resolution authorizing the County Elections Department Application Process Granting Public Safety Officer confidential voting registration.

3. COMMUNITY DEVELOPMENT DEPARTMENT
Approve 1st modification with **Luhdorff & Scalmanini, Consulting Engineers** for drought resilience and planning grant consultant services, effective October 29, 2024.

4. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve general participation agreement with **SacValley MedShare** for participation in an electronic health information exchange.

5. PURCHASING AND PROCUREMENT/DHHS
Ratify 1st modification to contract with **G&S Carpet Mills** for flooring procurement and installation, effective September 24, 2024.

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

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

8. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Ratify purchase order 10109272024 in the amount of $54,030.57 for the purchase of one 2025 GMC Sierra for the Sheriff's Department as an approved fixed asset purchase with the FY 24-25 recommended budget.

9. HEALTH AND HUMAN SERVICES
Approve Agreement between the Colusa County Department of Health and Human Services (DHHS) and **Glenn County Community Action Department** to compensate the County of Glenn for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

10. PURCHASING AND PROCUREMENT/DHHS
Approve contract with **Shannon Enterprises, Inc.** for interior painting at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

11. PURCHASING AND PROCUREMENT/DHHS
Approve contract with **Carpets Galore, Inc.** for procurement and installation of new flooring at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

12. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve first modification with **ADKO Engineering** for County Surveyor services, effective November 1, 2024.

13. COUNTY ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS
Ratify Fee Agreement and Engagement Letter and Advance Conflict Waiver with **Best Best & Krieger** for special counsel services related to the potential sale of Colusa Medical Center.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

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

IV. COMMUNITY DEVELOPMENT DEPARTMENT

1. Approve the **Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank** Credit Reservation and Discount Agreement.

V. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claim as follows:

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

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

VI. BOARD OF SUPERVISORS

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

2. **Sitting As In-Home Supportive Services Public Authority Board**
Approve the Public Authority rate change due to increase in the minimum wage for IHSS service providers effective January 1, 2025 as follows: $16.50 per hour minimum wage, $0.50 per hour wage supplement, $0.88 per hour for payroll taxes, and $0.53 for the Administrative portion of the rate for a total Public Authority rate of $18.41 per hour.

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

IX. BOARD OF SUPERVISORS/INTERVIEWS

1. Interviews and possible appointment for the vacant position of District Attorney. **(Applications received: Matt Beauchamp and Jessica Miller)**

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

3. Interviews and possible appointment for the upcoming vacancy in the position of Assessor. **(Applications received: Bob Buckner and John Martin)**

ADJOURN

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

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Treasurer

FROM: Cindy Dillard

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

Accept September 2024 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 09_24 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 09.30.24
DATE: 10.29.24

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CB2									-			
574348CC0												
574348CD8	11/12/20	701,604.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	684,488.00			
797299LXO	10/28/20	647,496.60	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	611,371.50			
260888AD4	02/23/21	400,802.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	378,932.00			
130179KW3	02/05/21	836,208.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	777,008.00			
899141BB0	02/05/21	661,901.77	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	614,292.65			
260888AE2	02/23/21	602,847.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	558,222.00			
971252AB7		-			-	-			-			
971252AD3												
971252AH4	05/27/21	186,215.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	170,688.40			
971252AK7	05/27/21	267,390.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	238,144.90			
971252AL5	05/27/21	570,853.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	500,053.25			
797679CF2	11/24/21	260,592.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	245,060.40			
797669ZR2	11/24/21	3,128,485.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,780,217.00			
6723225N45	11/23/21	1,273,804.45	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,180,472.70			
38122NB35	11/12/21	12,199,113.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	11,022,480.00			
79739GPE0	12/09/21	712,148.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	624,617.00			
835588BC7	01/27/22	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	483,036.75			
13048VZT8	01/05/22	503,809.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	459,085.00			
13048VZU5	01/05/22	395,660.65	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	359,047.10			
055022AK3	01/27/22	1,162,697.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,053,365.50			
79770GJG2	12/15/21	2,035,448.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,813,900.00			
79739GPM2	12/09/21	252,837.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	226,335.00			
854434AH0	11/12/21	542,886.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	483,313.65			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,790,800.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	879,710.00			
Municipal Total		**30,743,356.47**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,934,640.80**			**17.0%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,465,309.25			
3130B2N27*	09/10/29	2,995,000.00	5.25%	5.250%	2,995,000.00	2,995,000.00	2,995,000.00	09/10/29	2,991,705.50			
3134GX2X1*											C 09.30.24	
3130AYYX8*											C 08.15.24	
31304H1JY0*											C 05.22.24	
3130AVHN5*											C 01.26.24	
3030AVLH3*											C 08.26.24	
3130AT3P0*	09/28/22	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,498,845.00			
3130AUTV6*											C 08.26.24	
3133ENR77*	10/12/22	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	01/12/26	4,994,200.00			
3134GY5Y4*											C 09.09.24	
3130AU4T8*											C 09.30.24	
3133EN6H8*											C 09.23.24	
3134GYE32*	01/30/23	5,000,000.00	5.28%	5.280%	5,000,000.00	5,000,000.00	5,000,000.00	01/27/28	4,995,800.00			
3134GYCA8*	01/10/23	4,999,500.00	5.20%	5.200%	4,999,500.00	5,000,000.00	5,000,000.00	01/10/25	5,001,000.00			
3130B04D8*											C 06.28.24	
3130AXFG8*											C 01.19.24	
3134H1GG2*											C 01.28.24	
3130AXX60*											C 01.12.24	
3130AY2J4*											C 01.18.24	
3134H1J46*											C 08.14.24	
3133EPP90*											C 08.14.24	
3134H1RW5*											C 09.07.24	
3134H1QM8*											C 09.26.24	
3130B0TD1*											C 08.19.24	
3134GX3R3*	10/18/22	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,699,460.00			
3130B1K63*											C 09.11.24	
3134H1Y98*											C 09.27.24	
Treasury/Agency Total		**29,669,150.00**			**29,669,150.00**	**29,670,000.00**	**29,670,000.00**		**29,646,319.75**			**16.4%**
	Grand Total	**$ 60,412,506.47**			**60,769,430.70**	**60,040,000.00**	**60,040,000.00**		**57,580,960.55**			
	Interest Liability	-									Unrealized	
	NET BOOK	**60,412,506.47**								(2,831,545.92)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$104,060,830.88	5.29%	**57.6%**
COP Project Fund*	$10,620,832.17		

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	70,638.77	4.56%	4.58%	
REC DIST 108	69,150.81	4.56%	4.58%	
REC DIST 1004	-	4.56%	4.58%	
COUNTY	192.51	4.56%	4.58%	
CCOE	134.37	4.56%	4.58%	
TOTAL LAIF	140,116.46			**0.1%**
CASH	16,075,956.24			**8.9%**
TOTAL LIQUID	120,276,903.58		**66.57%** Liquidity	
GRAND TOTAL	**$ 180,689,410.05**			**100.0%**

INTEREST RECEIVED

July-Aug-Sept 2024	3,255,354.99	9/30/2024	Est. 6.00%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,785,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 66.54%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 09_24 Treasury Report (9581 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**Clerk Recorder/Elections**
FROM:	**Cristy Edwards**
SUBJECT:	**Adopt Resolution Authorizing the County Elections Department Application Process Granting Public Safety Officer confidential voting registration**

Adopt Resolution authorizing the County Elections Department Application Process Granting Public Safety Officer confidential voting registration.

Detailed Description/Background of request:

Election Code 2166.7 (a) provides If authorized by the county board of supervisors, a county elections official shall, upon application of a public safety officer, make confidential that officer's residence address, telephone number, and email address appearing on the affidavit of registration, in accordance with the terms and conditions of this section.
(b) The application by the public safety officer shall contain a statement, signed under penalty of perjury, that the person is a public safety officer as defined in subdivision (f) and that a life-threatening circumstance exists to the officer or a member of the officer's family. The application shall be a public record.
(c) The confidentiality granted pursuant to subdivision (a) shall terminate no more than two years after commencement, as determined by the county elections official. The officer may submit a new application for confidentiality pursuant to subdivision (a), and the new request may be granted for an additional period of not more than two years.
(d) Any person granted confidential voter status under subdivision (a) shall:
(1) Provide a valid mailing address and be considered a vote by mail voter for all subsequent elections or until the county elections official is notified otherwise by the Secretary of State or in writing by the voter. A voter requesting termination of vote by mail status thereby consents to placement of the voter's residence address, telephone number, and email address in the roster of voters.

(2) The elections official, in producing any list, roster, or index, shall exclude voters with a confidential voter status.

Prior Board Action: None

Fiscal Impact/Funding Source: None

Action for the Clerk Number resolution and send copy of Resolution to Cristy

ATTACHMENTS:

- Resolution authorizing confidential voter application process (DOCX)
- APPLICATION FOR CONFIDENTIAL VOTER STATUS (DOCX)

Attachment: Resolution authorizing confidential voter application process [Revision 1] (10097 : Resolution Authorizing Application Process for

RESOLUTION NO. 24-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ELECTIONS DEPARTMENT APPLICATION PROCESS GRANTING PUBLIC SAFETY OFFICERS CONFIDENTIAL VOTING REGISTRATION.

WHEREAS, California Elections Code Section 2166.7 states:

(a) If authorized by the county board of supervisors, a county elections official shall, upon application of a public safety officer, make confidential that officer's residence address, telephone number, and email address appearing on the affidavit of registration, in accordance with the terms and conditions of this section.

(b) The application by the public safety officer shall contain a statement, signed under penalty of perjury, that the person is a public safety officer as defined in subdivision (f) and that a life-threatening circumstance exists to the officer or a member of the officer's family. The application shall be a public record.

(c) The confidentiality granted pursuant to subdivision (a) shall terminate no more than two years after commencement, as determined by the county elections official. The officer may submit a new application for confidentiality pursuant to subdivision (a), and the new request may be granted for an additional period of not more than two years.

(d) Any person granted confidential voter status under subdivision (a) shall:

(1) Provide a valid mailing address and be considered a vote by mail voter for all subsequent elections or until the county elections official is notified otherwise by the Secretary of State or in writing by the voter. A voter requesting termination of vote by mail status thereby consents to placement of the voter's residence address, telephone number, and email address in the roster of voters.

(2) The elections official, in producing any list, roster, or index, shall exclude voters with a confidential voter status.

(3) Within 60 days of moving to a new county, if available in the new county, apply for confidential voter status pursuant to subdivision (a). The elections official of the new county, upon notice of the confidential voter moving into the county, shall do all of the following:

(A) Contact the confidential voter and provide information regarding the application for confidential voter status in the new county.

(B) Honor the confidential voter status from the former county for 60 days from the date of notice.

Attachment: Resolution authorizing confidential voter application process [Revision 1] (10097 : Resolution Authorizing Application Process for

(C) Pursuant to paragraph (2) of subdivision (b), exclude the confidential voter in any list, roster, or index during the 60-day period.

(D) Remove the confidential voter status if the new voter has not obtained or cannot obtain confidential voter status pursuant to this section in the new county during the 60-day period.

(e) No action in negligence may be maintained against any government entity or officer or employee thereof as a result of the disclosure of the information that is the subject of this section unless by a showing of gross negligence or willfulness.

(f) "A public safety officer" has the same meaning as defined in subdivision (a), (d), (e), (f), or (j) of Section 7920.535 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED pursuant to Section 2166.7 of the Election Code, the Colusa County Board of Supervisors authorizes the County Election Department Application process under that section of the Elections Code.

PASSED AND ADOPTED this 29th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

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

By _____
Tiffany Jorgensen, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: APPLICATION FOR CONFIDENTIAL VOTER STATUS (10097 : Resolution Authorizing Application Process for Public Safety Officer

A**PPLICATION FOR CONFIDENTIAL VOTER STATUS**

Election Code 2166; 2166.5; 2166.7; 2166.8

A county elections official shall, upon application of a qualified person, make confidential that worker's residence address, telephone number, and email address appearing on the affidavit of registration.

NAME as registered: _____

1. ☐ I am requesting a new affidavit of registration or reregistration for the purposes of my voter registration information being confidential and I am a qualified person per EC 2166 Superior Court Order (Must submit Court Order with Application)

2. ☐ I am requesting my voter registration information be confidential and I am a Qualified Worker local election office, SOS employee, or contracts with SOS per EC 2166.8 (See list for qualifications) and that I feel that a life-threatening circumstance exists to me or a member of my family.

3. ☐ I am requesting a new affidavit of registration or reregistration for the purposes of my voter registration information being confidential and I am a qualified person per EC 2166.5 Victims of Domestic Violence, Sexual Assault, Stalking, Reproductive Health care providers, employees, volunteers and patients. (Must submit Certification with Application)

4. ☐ I am requesting my voter registration information be confidential and I am a public safety officer/official per EC 2166.7 and that I feel that a life-threatening circumstance exists to me or a member of my family.

CERTIFICATION: I, _____ swear or affirm under penalty of perjury under the laws of the State of California, that I am an authorized person, as defined in Election Code 2166, and eligible for confidential registration status.

Sworn this _____day of _____2024.

Signature: _____

DEFINITION OF QUALIFIED INDIVIDUALS

1. A Court Order

2. A public safety official active or retired defined below:

A peace officer as defined in Sections 830 to 830.65, inclusive, of the Penal Code, or a person who is not a peace officer, but may exercise the powers of arrest during the course and within the scope of the person's employment pursuant to Section 830.7 of the Penal Code.

PC 830.65.

a) Any person who is a regularly employed police officer of a city or a regularly employed deputy sheriff of a county, or a reserve peace officer of a city or county and is appointed in the manner described in paragraph (1) or (2) of subdivision (a) of Section 832.6, may be appointed as a Campaign Against Marijuana Planting emergency appointee by the Attorney General pursuant to Section 5 of Chapter 1563 of the Statutes of 1985 to assist with a specific investigation, tactical operation, or search and rescue operation. When so appointed, the person shall be a peace officer of the Department of Justice, provided that the person's authority shall extend only for the duration of the specific assignment.

(b) Notwithstanding any other provision of law, any person who is appointed as a peace officer in the manner described in this section shall be deemed to have met the requirements of Section 1031 of the Government Code and the selection and training standards of the Commission on Peace Officer Standards and Training.

3. A public officer or other person listed in Section 1808.2 or 1808.6 of the Vehicle Code.

VC 1808.2.

In addition to those specified in Section 1808.4, the home address of any inspector or investigator regularly employed and paid as such in the office of a district attorney or any peace officer employee of the Board of Prison Terms appearing in any record of the department is confidential.

VC 1808.4.

(a) For all of the following persons, the person's home address that appears in a record of the department is confidential if the person requests the confidentiality of that information:

(1) Attorney General.

(2) State Public Defender.

(3) A Member of the Legislature.

(4) An active or retired judge or court commissioner.

(5) A district attorney.

(6) A public defender.

(7) An attorney employed by the Department of Justice, the office of the State Public Defender, or a county office of the district attorney or public defender.

(8) A city attorney, city prosecutor, or an attorney who submits verification from their public employer that the attorney represents the city in matters that routinely place the attorney in personal contact with persons under investigation for, charged with, or convicted of, committing criminal acts, if that attorney is employed by a city attorney or city prosecutor.

(9) A nonsworn police dispatcher.

(10) A child abuse investigator or social worker, working in child protective services within a social services department.

(11) An active or retired peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code.

(12) An employee of the Department of Corrections and Rehabilitation, Division of Juvenile Facilities, or the Prison Industry Authority specified in Sections 20403 and 20405 of the Government Code.

(13) A nonsworn employee of a city police department, a county sheriff's office, the Department of the California Highway Patrol, a federal, state, or local detention facility, or a local juvenile hall, camp, ranch, or home, who submits agency verification that, in the normal course of the employee's employment, the employee controls or supervises inmates or is required to have a prisoner in the employee's care or custody.

(14) A county counsel assigned to child abuse cases.

(15) An investigator employed by the Department of Justice, a county district attorney, or a county public defender.

(16) A member of a city council.

(17) A member of a board of supervisors.

(18) A federal prosecutor, criminal investigator, or National Park Service Ranger working in this state.

(19) An active or retired city enforcement officer engaged in the enforcement of the Vehicle Code or municipal parking ordinances.

(20) An employee of a trial court.

(21) A psychiatric social worker employed by a county.

(22) A police or sheriff department employee designated by the chief of police of the department or the sheriff of the county as being in a sensitive position. A designation pursuant to this paragraph shall, for purposes of this section, remain in effect for three years subject to additional designations that, for purposes of this section, shall remain in effect for additional three-year periods.

(23) A state employee in one of the following classifications:

(A) Licensing-Registration Examiner, Department of Motor Vehicles.

(B) Motor Carrier Specialist I, Department of the California Highway Patrol.

(C) Museum Security Officer and Supervising Museum Security Officer.

(D) Licensing Program Analyst, State Department of Social Services.

(24) (A) The spouse or child of a person listed in paragraphs (1) to (23), inclusive, regardless of the spouse's or child's place of residence.

(B) The surviving spouse or child of a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, if the peace officer died in the line of duty.

(C) The surviving spouse or child of a judge or court commissioner, if the judge or court commissioner died in the performance of their duties.

VC 1808.6.

(a) In addition to those specified in Section 1808.4, the home address of any of the following persons, that appears in any record of the department, is confidential, if the person requests the confidentiality of that information:

(1) The chairperson, executive officer, commissioners, and deputy commissioners of the Board of Prison Terms.
(2) The chairperson, members, executive director, and hearing representatives of the Youthful Offender Parole Board.
(3) The spouse or children of persons listed in this section, regardless of the spouse's or child's place of residence.

(c) An "elected or appointed official" as defined in GC Section 7920.500.

For purposes of Article 3 (commencing with Section 7928.200) of Chapter 14 of Part 5, "elected or appointed official" includes, but is not limited to, all of the following:

(a) A state constitutional officer.
(b) A Member of the Legislature.
(c) A judge or court commissioner.
(d) A district attorney.
(e) A public defender.
(f) A member of a city council.
(g) A member of a board of supervisors.
(h) An appointee of the Governor.
(i) An appointee of the Legislature.
(j) A mayor.
(k) A city attorney.
(l) A police chief or sheriff.
(m) A public safety official.
(n) A state administrative law judge.
(o) A federal judge or federal defender.
(p) A member of the United States Congress or appointee of the President of the United States.
(q) A judge of a federally recognized Indian tribe.

(d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.
(e) A city attorney and an attorney who represents cities in criminal matters.

(f) An employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have care or custody of a prisoner.
(g) A sworn or nonsworn employee who supervises inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, or a local detention facility, or a local juvenile hall, camp, ranch, or home, and a probation officer as defined in Section 830.5 of the Penal Code.
(h) A federal prosecutor, a federal criminal investigator, and a National Park Service Ranger working in California.
(i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.
(j) State and federal judges and court commissioners.
(k) An employee of the Attorney General, a district attorney, or a public defender who submits verification from the Attorney General, district attorney, or public defender that the employee represents the Attorney General, district attorney, or public defender in matters that routinely place that employee in personal contact with persons under investigation for, charged with, or convicted of, committing criminal acts.
(l) A nonsworn employee of the Department of Justice or a police department or sheriff's office that, in the course of employment, is responsible for collecting, documenting, and preserving physical evidence at crime scenes, testifying in court as an expert witness, and other technical duties, and a nonsworn employee that, in the course of employment, performs a variety of standardized and advanced laboratory procedures in the examination of physical crime evidence, determines their results, and provides expert testimony in court.

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3. A qualified worker
    a. (f) "Qualified worker" means a person who is employed by or contracts with the Secretary of State or a local election office who performs election-related work and interacts with the public or is observed by the public doing election-related work, but does not include a person who is a precinct board member who does not otherwise perform election-related work. For the purposes of this section, a qualified worker is not limited to those who exclusively perform direct election-related work for the Secretary of State or local election offices.

4. A participant in the address confidentiality for Victims of Domestic Violence, Sexual Assault and Stalking Program.
5. A participant in the address confidentiality for Reproductive Health Care Service Providers, Employees, Volunteers, Patients, and other individuals who face threats or violence because of work for a public entity program.

COUNTY OF COLUSA, CA **2.3**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**Community Development Department**
FROM:	**Greg Plucker**
SUBJECT:	**Approve first modification with Luhdorff & Scalmanini, Consulting Engineers for drought resilience and planning grant consultant services, effective October 29, 2024.**

Approve first modification with **Luhdorff & Scalmanini, Consulting Engineers** for drought resilience and planning grant consultant services, effective October 29, 2024.

Detailed Description/Background of request

In January 2024, the Board approved an agreement with the Department of Water Resources for the Drought Resilience Planning Financial Assistance Program grant. The purpose of the grant is to: (1) fund the additional drought and water shortage preparedness requirements for State small water systems and domestic wells required by SB 522; and (2) provide additional funding for the County's existing Emergency Household Water Program.

The total budget for this grant is $125,000. Of this amount, $75,000 is to be used for consultant services to: (1) review and update the County's drought related policies; (2) prepare a drought resiliency plan; (3) update the County's drought information on our website; and (4) grant administration and reporting. The Board has approved a $75,000 contract with Luhdorff & Scalmanini, Consulting Engineers to prepare the County's Drought Resiliency Planning Report.

The remaining $50,000 of the grant would be used to continue and expand our existing emergency water supply program. At issue is that all work is required to be completed by June 30, 2025. Given that there are no persons currently enrolled in the emergency domestic well program, $50,000 of the grant is unlikely to be used. This is especially likely given that it is projected that California will remain free from drought conditions at least through the end of 2025.

Given the current weather projections, the proposed grant amendment would redistribute the $50,000 of the emergency domestic program as: (1) $15,000 would be used for to pay for the County staff time working on the grant; (2) $10,000 would still be reserved for the domestic well program; and (3) $25,000 would be added to the consultant contract for assistance with updating the County's well ordinance and the County's GIS well data shape files. Under the contract amendment, $10,000 of the

grant would still be assigned to the County's emergency domestic well program just in case some funding is necessary.

Prior Board Action

At the Board's January 30, 2024 meeting, the Board approved applying for and receiving funds from the State's County Drought Resilience Planning Financial Assistance Program grant.

At the Board's May 7, 2024 meeting, the Board approved a $75,000 contract with Luhdorff & Scalmanini, Consulting Engineers to prepare the County's Drought Resiliency Planning Report.

Fiscal Impact/Funding Source

The $100,000 consultant costs would be paid by the Grant and $15,000 of County staff time would be paid through the grant.

Action for the Clerk

Please number contract, obtain signatures and forward to:

Jacques DeBra
Luhdorff & Scalmanini, Consulting Engineers
500 First Street
Woodland, Ca, 95695

Additionally, please send an electronic copy to Greg Plucker, Community Development Director.

ATTACHMENTS:

- 1st Mod_Luhdorff & Scalmanini (DOCX)
- Exhibit "A" - Scope of Work and Cost Proposal (DOCX)
- C24-052 Luhdorff and Scalmanini Consulting Engineer (PDF)

C24-

First Modification of Drought Resilience and Planning Grant Consultant Contract

This First Modification of the Drought Resilience and Planning Grant Consultant contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Luhdorff & Scalmanini, Consulting Engineers ("Contractor"), a California Corporation.

Background

On May 7, 2024, the parties executed Contract C24-052 for consultant support services to complete the Department of Water Resources Drought Resilience Planning Assistance Program Grant.

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

Modification

The parties agree to modify the Contract effective October 29, 2024, as follows:

1. Section 2, Term is modified to extend the term of the contract from June 1, 2025 to June 30, 2025.
2. Section 3, Compensation, is deleted in its entirety and replaced with the following;

   County will pay Contractor total compensation not to exceed one-hundred thousand dollars ($100,000) as provided for in Exhibit "A" – Scope of Work Amendment #1. Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. Section 21, Attachment is modified by deleting Exhibit "A" and replacing with a NEW Exhibit "A" Scope of Work and Cost Proposal.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

BPR CONSULTING GROUP, LLC

_____Date:_____
Will Halligan, President
Luhdorff & Scalmanini, Consulting Engineers

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

_____
Tiffany Jorgensen, Deputy

Attachment: 1st Mod_Luhdorff & Scalmanini (10101 : Drought Resilience Planning Grant Contract Amendment)

Exhibit "A"
Scope of Work and Cost Proposal
County of Colusa Drought Resiliency and Planning Project

I. Item I: Overall Project Scope:

The scope of work involves strengthening drought resiliency planning in Colusa County by updating its drought related policies and expanding its domestic well program to improve water supply reliability during drought conditions. The County will serve as the fiscal agent for the project and the Contractor will be responsible for project delivery of pursuant to the Department of Water Resources approved Drought Resilience Planning Assistance Program Grant incorporated herein by reference and further detailed in the following Sections of this Scope of Work (SOW).

II. Item II: Prepare Drought Resiliency Planning Report

Contractor will review and update the County's drought related policies and provide recommendations for updating policies that improve drought resiliency in the region. There will be a kick-off meeting and regular County Drought Task Force (CDTF) meetings to develop the DRP. The Contractor will provide Drought Resilience Plan (DRP) updates at each of the meetings to ensure project goals and objectives are being met.

The Contractor will invite and engage representatives from state and other governments (including but limited to the cities of Colusa and Williams, and in-County service districts), County staff, the County Drought Task Force, the Colusa Groundwater Authority (CGA), community-based organizations, state small water systems, domestic wells, and local residents to meetings.

A report will be generated that will include a risk assessment of water supplies and will provide a blueprint for how County policies and programs can be updated to improve future drought response efforts and mitigation of potential drought impacts and risk on local water suppliers and users.

At the conclusion of this effort, Contractor shall develop the CDTF Charter, documentation that demonstrates that the outreach effort has been inclusive of groups listed in SB 552, and the Final DRP.

Attachment: Exhibit "A" - Scope of Work and Cost Proposal [Revision 1] (10101 : Drought Resilience Planning Grant Contract Amendment)

III. Item III: Well Ordinance Update Recommendations and Domestic Well Data Updates

Contractor will work the County staff to update the County's existing well ordinance and update the County's existing GIS well data to identify future at-risk domestic wells. Contractor shall work with the County's Environmental Health Division and Planning staff to evaluate well records, databases, and other data to comprehensively update the County's GIS well data shape files as generally described in the Scope Amendment #1 for County of Colusa Drought Resiliency and Planning Project dated September 26, 2024 from LSCE.

IV. Item IV: Project Schedule

Contractor shall complete the work tasks pursuant to the schedule in the approved DWR Small Community Drought Relief Program Grant. Changes detailed in this first amendment shall be coordinated with the County and the Contractor is responsible for obtaining DWR approval of schedule changes. All project work must be completed by June 30, 2025.

V. Item V: Budget

Contract shall complete the Drought Resiliency Planning Report and the pursuant to the following not to exceed budget items:

A. Review and Update County Drought Related Policies - $18,966.
B. Prepare Draft Drought Resiliency Planning Report - $27,457.
C. Prepare Final Drought Resiliency Planning Report - $13,471.
D. Update County Website Drought Information - $3,972.
E. Support expanding County Domestic Well Program - $4,885
F. Grant Administration - $6,250
G. Well Ordinance and GIS Well Data Update - $25,000

TOTAL = $100,000

Hourly pay rate for staff shall be based on the hourly rate detailed in Exhibit "B" attached hereto and incorporated by refence.

VI. Item VI: Deliverables

Contractor shall complete project deliverables as detailed in Section 8 of the approved DWR Small Community Drought Relief Program Grant and Task 3 (Grant Administration) of the Grant agreement between

Attachment: Exhibit "A" - Scope of Work and Cost Proposal [Revision 1] (10101 : Drought Resilience Planning Grant Contract Amendment)

the County and the State. Deliverables shall include but not limited to (all draft reports shall first be submitted to Community Development Staff for review and comment):

A. Drought Resiliency Report - Draft Report and Final Report.
B. Updated GIS Well Data Shape Files – Updated shape files with the identification of potentially at-risk domestic wells.
C. Quarterly Reports – Preparation and submittal to DWR of quarterly reports as required by the approved DWR Small Community Drought Relief Program Grant.
D. Completion Report - Preparation and submittal to DWR of quarterly reports as required by the approved DWR Small Community Drought Relief Program Grant.
E. Updated Well Ordinance – Draft updated provisions to be included in an updated well ordinance.

Attachment: Exhibit "A" - Scope of Work and Cost Proposal [Revision 1] (10101 : Drought Resilience Planning Grant Contract Amendment)

C 24 -052

Professional Service Contract
Drought Resilience and Planning Grant Consultant Contract

This Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Luhdorff & Scalmanini, Consulting Engineers (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 consultant support to perform the specified tasks contained within the Scope of Work detailed in Exhibit "A".

2. **Term:** This Contract shall begin on June 1, 2024 and shall continue until all requested services are completed, or June 1, 2025.

3. **Compensation:** County will pay Contractor total compensation not to exceed seventy-three thousand and seven-hundred and fifty dollars ($73,750) as provided for in Exhibit "A". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** By the 15th of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor within 30 days from invoice date. Payment will be issued accordingly for undisputed invoices.

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

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

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

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

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

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

C 24 - 052

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

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

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

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

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

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

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

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

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

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

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

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than 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.

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

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

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

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

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

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

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

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

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

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

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

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

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

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

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

If to County: Greg Plucker
Community Development Director
Colusa County
1213 Market Street
Colusa, CA 95932

If to Contractor: Will Halligan
President
Luhdorff & Scalmanini, Consulting Engineers
500 First Street
Woodland, CA 95695

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

C24-052

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

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

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

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

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

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

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

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

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

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

    A. Exhibit "A" Scope of Work and Cost Proposal
    B. Exhibit "B" Staff Hours and Hourly Rates

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

C24-052

COUNTY OF COLUSA

Date: 5/7/24

Gary J. Evans, Chair
Colusa County Board of Supervisors

CONTRACTOR

Date: 4-29-2024

Will Halligan, President
Luhdorff & Scalmanini, Consulting Engineers

APPROVED AS TO FORM

Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

Exhibit "A"
Scope of Work
County of Colusa Drought Resiliency and Planning Project

I. Item I: Overall Project Scope:
The scope of work involves strengthening drought resiliency planning in Colusa County by updating its drought related policies and expanding its domestic well program to improve water supply reliability during drought conditions. The County will serve as the fiscal agent for the project and the Contractor will be responsible for project delivery of pursuant to the Department of Water Resources approved Drought Resilience Planning Assistance Program Grant incorporated herein by reference and further detailed in the following Sections of this Scope of Work (SOW).

II. Item II: Prepare Drought Resiliency Planning Report
Contractor will review and update the County's drought related policies and provide recommendations for updating policies that improve drought resiliency in the region. There will be a kick-off meeting and regular County Drought Task Force (CDTF) meetings to develop the DRP. The Contractor will provide Drought Resilience Plan (DRP) updates at each of the meetings to ensure project goals and objectives are being met.
The Contractor will invite and engage representatives from state and other governments (including but limited to the cities of Colusa and Williams, and in-County service districts), County staff, the County Drought Task Force, the Colusa Groundwater Authority (CGA), community-based organizations, state small water systems, domestic wells, and local residents to meetings.
A report will be generated that will include a risk assessment of water supplies and will provide a blueprint for how County policies and programs can be updated to improve future drought response efforts and mitigation of potential drought impacts and risk on local water suppliers and users.
At the conclusion of this effort, Contractor shall develop the CDTF Charter, documentation that demonstrates that the outreach effort has been inclusive of groups listed in SB 552, and the Final DRP.

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 :

III. Item III: Expand Domestic Well Assistance Program

Contractor will work the County's Emergency Operations Service staff to identify any additional at-risk domestic wells that could be added to the County's emergency domestic well program and to set up emergency water supply infrastructure requirements so that more well owners severely impacted during drought conditions can maintain a reliable water supply. Contractor shall work with the County's Environmental Health Division to evaluate well records, databases, and other data to determine which at-risk domestic wells should be added to the program. The County's OES staff will work with well owners to provide assistance and enroll said well owners into the program through the existing application process on an as-needed basis.

At the conclusion of this effort, Contract shall develop a list of well suppliers added to the Program and a data summary report.

IV. Item IV: Project Schedule

Contractor shall complete the work tasks pursuant to the schedule in the approved DWR Small Community Drought Relief Program Grant. Any changes shall be coordinated with the County and the Contractor is responsible for obtaining DWR approval of schedule changes. All project work must be completed by June 01, 2025.

V. Item V: Budget

Contract shall complete the Drought Resiliency Planning Report pursuant to the following not to exceed budget items:

A. Review and Update County Drought Related Policies - $18,966.
B. Prepare Draft Drought Resiliency Planning Report - $27,457.
C. Prepare Final Drought Resiliency Planning Report - $13,471.
D. Update County Website Drought Information - $3,972.
E. Support expanding County Domestic Well Program - $4,885
F. Grant Administration - $6,250

TOTAL = $75,000

Hourly pay rate for staff shall be based on the hourly rate detailed in Exhibit "B" attached hereto and incorporated by refence.

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

VI. Item VI: Deliverables

Contractor shall complete project deliverables as detailed in Section 8 of the approved DWR Small Community Drought Relief Program Grant and Task 3 (Grant Adminstration) of the Grant agreement between the County and the State. Deliverables shall include (all draft reports shall first be submitted to Community Development Staff for review and comment):

A. Drought Resiliency Report - Draft Report and Final Report.
B. Domestic Well Program – Listing of at-risk domestic wells that should be added to the program and any identified program enhancements.
C. Quarterly Reports – Preparation and submittal to DWR of quarterly reports as required by the approved DWR Small Community Drought Relief Program Grant.
D. Completion Report - Preparation and submittal to DWR of quarterly reports as required by the approved DWR Small Community Drought Relief Program Grant.
E. List of at-risk wells and development of emergency water supply requirements.

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

EXHIBIT "B"
Staff Hours and Hourly Rates

A. Review and Update County Drought Related Policies

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	10	$	2,380
4. Senior	$228	20	$	4,560
5. Project	$182	28	$	5,096
6. Staff/Professional	$165	42	$	6,930
7. Drafting/GIS/ACAD/Intern	$115		$	-
8. Clerical/Admin	$115		$	-
		TOTAL -	**$**	**18,966**

B. Prepare Draft Drought Resiliency Planning Report

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	15	$	3,570
4. Senior	$228	20	$	4,572
5. Project	$182	60	$	10,920
6. Staff/Professional	$165	46	$	7,590
7. Drafting/GIS/ACAD/Intern	$115	7	$	805
8. Clerical/Admin	$115		$	-
		TOTAL -	**$**	**27,457**

C. Prepare Final Drought Resiliency Planning Report

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	8	$	1,904
4. Senior	$228	14	$	3,192
5. Project	$182	46	$	8,375
6. Staff/Professional	$165		$	-
7. Drafting/GIS/ACAD/Intern	$115		$	-
8. Clerical/Admin	$115		$	-
		TOTAL -	**$**	**13,471**

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

EXHIBIT "B"
Staff Hours and Hourly Rates

D. Update County Website Drought Information

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	1	$	238
4. Senior	$228	4	$	901
5. Project	$182	7	$	1,183
6. Staff/Professional	$165	10	$	1,650
7. Drafting/GIS/ACAD/Intern	$115		$	-
8. Clerical/Admin	$115		$	-
		TOTAL -	**$**	**3,972**

E. Support expanding County Domestic Well Program

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	1	$	238
4. Senior	$228	1	$	228
5. Project	$182	8	$	1,456
6. Staff/Professional	$165	18	$	2,963
7. Drafting/GIS/ACAD/Intern	$115		$	-
8. Clerical/Admin	$115		$	-
		TOTAL -	**$**	**4,885**

F. Grant Administration

Staff	Hourly Rate	Hours		Totals
1. Senior Principal	$260		$	-
2. Principal	$248		$	-
3. Supervising Hydrogeologist/Engineer	$238	6	$	1,428
4. Senior	$228		$	-
5. Project	$182	14	$	2,522
6. Staff/Professional	$165		$	-
7. Drafting/GIS/ACAD/Intern	$115		$	-
8. Clerical/Admin	$115	20	$	2,300
		TOTAL -	**$**	**6,250**

TOTAL BUDGET - ***$ 75,000***

Note: Staffing assignments and hours per section may be adjusted as long as total section budget line items are not exceeded. County staff (in conjuction with DWR if needed) may also approve transfer between sections as long as the total project budget is not exceeded without a contract budget adjustment.

Attachment: C24-052 Luhdorff and Scalmanini Consulting Engineer [Revision 1] (10101 : Drought Resilience Planning Grant Contract

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve general participation agreement with SacValley MedShare for participation in an electronic health information exchange.

Approve general participation agreement with **SacValley MedShare** for participation in an electronic health information exchange.

Detailed Description/Background of request:

Behavioral Health is requesting to enter into a participation agreement with SacValley MedShare for Health Information Exchange services.

SacValley MedShare provides cloud based Health Information Exchange services allowing Health Care Providers to securely exchange Personal Health Information (PHI). Colusa County Behavioral Health would like to join the other 20 Northern California Counties currently contracted with SacValley MedShare for Health Information Exchange services. With the implementation of the information exchange Behavioral Health will be able to attain PHI of patients from our mental health care partners and local hospitals.

Behavioral Health has collaborated with both the Colusa County IT department and our Electronic Health Records system vendor, California Mental Health Services Authority (CalMHSA), to ensure the technical viability and security of the Health Information Exchange effort. Access to the SacValley MedShare Health Information Exchange data will be routed through Behavioral Health's Electronic Health Records system SmartCare. The data exchange service will satisfy the Department of Health Care Services (DHCS) mandate set in the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) Milestone 3a of onboarding to a Health Information Exchange. The Health Information Exchange service will ensure the continuity of care of patients receiving treatment services.

This participation agreement varies from the County's CalMHSA Connex contract which enables the County to provide interoperability services to meet State requirements by designing and implementing the data exchange framework.

The term of the contract will begin upon execution of the agreement through November 30th, 2027. The initial implementation fees will be $15,000 and the initial annual participation fee will be $2,500 for a total of $17,500.

SacValley MedShare is offering an incentive in the form of a $5,000 discount of the initial implementation fees if the agreement is executed prior to December 1st, 2024 which is included in the above costs.

The annual renewal fee for services will be $2,500 per year.

Prior Board Action:

None

Fiscal Impact/Funding Source:

Budgeted 306-53180-306-0 Professional and Specialized Services

Initial implementation and annual service fee:	$17,500
Annual renewal fee (2 additional years):	$5,000
Total agreement fees will not exceed:	$22,500

Action for the Clerk:

Please number contract, obtain signatures and send to:

Agreement signature page 16
HIPPA agreement signature page 20
Agreement pricing signature page 21

SacValley MedShare
2485 Notre Dame Blvd, Suite 370 #20
Chico, CA 95928-7163

John.helvey@sacvalleyms.org

ATTACHMENTS:

- Participation Agreement_Colusa County (PDF)

SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE
GENERAL PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (this **"Participation Agreement"** or **"Agreement"**) is made and entered into as of the Effective Date set forth in Exhibit B (the **"Effective Date"**) by and between SacValley MedShare, a California nonprofit public benefit corporation that will operate the SacValley MedShare Healthcare Information Exchange (**"SACVALLEY MEDSHARE"**), and the party identified in Exhibit B (**"Participant"**), collectively, the **"Parties,"** with reference to the following Recitals and upon the terms and conditions set forth below:

RECITALS

A. Whereas, SACVALLEY MEDSHARE operates an electronic health information exchange (the **"Exchange"**) organized and operated for the purpose of facilitating the aggregation and sharing of electronic protected health information (**"PHI"**) and clinical data and making the same available for Permitted Uses such as for treatment, payment operations, public health reporting and other lawful purposes, in a manner that complies with all Applicable Laws (defined below); and

B. Whereas, SACVALLEY MEDSHARE does not operate the Exchange directly, but contracts for it through a hosted service provided by Informatics Corporation of America ("**ICA**") under a Software License and Services Agreement (as amended from time to time, the "**ICA Agreement**"); and

C. Whereas, Participant desires to participate in the Exchange, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the Recitals stated above and the following terms and conditions, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS OF PARTICIPATION

1.0 GENERAL TERMS.

1.1 Defined Terms. Capitalized terms in this Agreement, including Exhibits and Attachments hereto shall have the definitions stated in Section 12 or elsewhere in this Participation Agreement or the Business Associate Agreement (Exhibit A), or as defined in the HIPAA Regulations.

1.2 Related Parties. As used herein, **"Related Parties"** means, with respect to a Party, such Party's Affiliates, and such Party's and its Affiliates' Authorized User(s), directors, officers, employees, agents, and independent contractors.

1.3 Incorporation of Exhibits, Policies and Procedures; System Requirements and Security Requirements. The Policies and Procedures, the System Requirements, and the Security Requirements (collectively, the **"Participation Requirements"**) are incorporated in this Agreement as if fully set forth. Participant shall comply with the Participation Requirements. Exhibits A through H are attached and incorporated herein by reference. SACVALLEY MEDSHARE will provide Participant with a hard copy of the Participation Requirements within five (5) business days of a written request therefor. SACVALLEY MEDSHARE may change the Participation Requirements, in its reasonable discretion, at any time, and the change or modification shall be deemed effective and binding upon Participant upon not less than thirty (30) days' Notice, which Notice will include a hard copy of such changes or modifications. In the event SACVALLEY MEDSHARE adopts a new, or modifies an existing, Participation Requirement (including as necessary to comply with Applicable Law) in a way that materially changes Participant's obligations, Participant's rights, Participant's potential exposure to liability or damage, or Participant's ability to participate in the Exchange (each of which will be deemed to constitute a material change) then Participant may terminate this Agreement under Section 2.3. It is the Participant's responsibility to keep informed of and compliant with new laws and amendments to Applicable Law, and to the Participation Requirements.

1.4 NP Participants. SACVALLEY MEDSHARE shall ensure that each NP Participant enters into a Participation Agreement that contains substantially the same terms as the Participation Agreements of similarly situated NP Participants (as well as Participant, if similarly situated), and requires the NP Participant to adhere to uniform standards for Data privacy, security and use; it being acknowledged, however, that NP Participants will have varying ability to contribute Data.

2.0 TERM AND TERMINATION.

2.1 Initial Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and terminate on the following December 31 (the "Termination Date") unless terminated early or renewed as provided herein.

2.2 Renewal Term. Unless SACVALLEY MEDSHARE has ceased to make the Exchange available and no longer makes it available to any party, upon Participant's request, this Agreement shall be renewed for successive additional one-year renewal terms ("Renewal Terms"). Sixty (60) days prior to the end of the Initial Term and each Renewal Term of the Participation Agreement, SACVALLEY MEDSHARE shall send a new Exhibit B to the Participant. Any changes to fees in such Exhibit B are subject to Section 3.2. If Participant does not provide a notice of non-renewal to SACVALLEY MEDSHARE on or before the date thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, this Agreement will automatically renew for a Renewal Term.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

2.3 Termination for Cause. Except as otherwise set forth in Exhibit A (Business Associate Agreement), Either Party may terminate this Agreement early, upon not less than sixty (60) days' Notice, as follows:

(i) Participant may terminate if Participant objects (A) to a material change to the Participation Requirements, which are adopted by SACVALLEY MEDSHARE following the Effective Date, (B) to any change in fees pursuant to Section 3.1 and 3.2, (C) to any change to the System Requirements, and/or (D) to the terms of any third-party license agreement with which Participant is required to comply under Section 5.1.

(ii) either Party may terminate if the other Party fails to cure a material breach of this Participation Agreement within thirty (30) days of receipt of notice specifically describing the breach, or

(iii) either Party may terminate if the other Party commits a Serious Breach of Privacy or Security, or

(iv) either Party may terminate if the other Party fails to cure a material breach of the Business Associate Agreement within thirty (30) days after notice thereof, or

(v) either Party may terminate if such Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law, or would place it at material risk of suffering any sanction, penalty, or liability.

2.4 Termination without Cause. Notwithstanding anything to the contrary contained elsewhere in this Agreement and Exhibits, Participant has the right to terminate the Agreement without cause at any time, upon not less than thirty (30) days' Notice.

2.5 Effect of Termination. Access to the Exchange shall cease immediately upon termination of this Agreement. Notwithstanding termination, neither Participant nor SACVALLEY MEDSHARE shall be relieved of their duties and obligations to protect the privacy of, and secure, store and maintain records of (as applicable), the transmission of Data occurring prior to termination.

3.0 FEES AND PAYMENT.

3.1 Participation Fees. As consideration for the right to access the Exchange through the Hosted System, Participant shall pay "Participation Fees" in the total amount indicated in Exhibit B. The initial Participation Fee (as specified in Exhibit B) shall be due upon execution of this Agreement. Unless otherwise provided herein or in Exhibit B, annual Participation Fees for the Initial Term shall be due quarterly in advance, commencing upon the Effective Date, and annually starting on January 1 of the next calendar year and each January 1 thereafter. Participant may withhold payment of amounts subject to good faith dispute. Participant shall bear all costs and expenses incurred by it in connection with its Participation and performance under this Agreement.

3.2 Changes to Fees. Subject to the terms of this Section 3.2 and subject to Participant's right of termination under Section 2.3, SACVALLEY MEDSHARE reserves the right to determine in its reasonable discretion the appropriate fee structure and to change the formula for calculating Participation Fees i.e. the amount of the annual fee, by giving Participant notice of the change and the new annual Participation Fee in accordance with Section 2.2, not less than sixty (60) days prior to the termination of the then current Initial Term or Renewal Term. If SACVALLEY MEDSHARE desires to increase any fees payable by Participant, SACVALLEY MEDSHARE must ensure that the increase applies equally to Participant and all similarly-situated NP Participants (both current and future).

4.0 CONDITIONS AND LIMITATIONS ON PARTICIPATION IN THE EXCHANGE.

4.1 Right to Access the Exchange. Participant is hereby granted access to and the right to use the Exchange for Permitted Uses (described below). Participant will perform its obligations under the terms and conditions of this Participation Agreement, the Business Associate Agreement (Exhibit A), and the Participation Requirements and will register its Authorized User(s) with the Exchange.

4.2 Scope of Participation / Use of Data by Participant.

4.2.1 Minimum Necessary Use of Data. The scope of Participant's participation in the Exchange shall correspond:

(i) subject to Section 4.2.3, to a level that ensures that Participant is able to transmit Data to, and/or retrieve Data from the Exchange, and use, view or disclose such Data for a Permitted Use, and

(ii) to the minimum extent necessary to limit unnecessary or inappropriate access to and disclosure of PHI in accordance with the Policies and Procedures and Applicable Law.

4.2.2 Participant Use. Except as otherwise provided herein, Participant shall only use the Exchange and Data within the Exchange for a Permitted Use. A "Permitted Use" means, and is limited to:

(i) patient treatment and/or obtaining payment for treatment, and

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

(ii) once Data has been obtained from the Exchange for a purpose described in clause "(i)" above, any other lawful purpose.

The foregoing does not preclude a Participant from using Data pertaining to an individual with whom Participant has a patient relationship for any lawful purpose. The Parties acknowledge that once a Participant has obtained Data through the Exchange for a purpose described in clause "(i)" above, the Data is not subject to the restrictions of this Agreement, and may be used by the Participant for any lawful purpose.

4.2.3 Contribution of Data by Participant. Participant shall provide data to the Exchange as specified in Exhibit C.

4.3 Permitted Use of Data by SacValley MedShare.

4.3.1 The Parties acknowledge and agree that SACVALLEY MEDSHARE is a Business Associate; it is not a Health Care Provider. SACVALLEY MEDSHARE has no ownership interest in Data or derivatives thereof. Except as specified herein, SACVALLEY MEDSHARE does not make any warranties or representations whatsoever about the Data, and hereby expressly disclaims any and all warranties or representations of any kind including, but not limited to warranties and representations relating to the quality, accuracy, completeness or relevancy of the Data. The Data from NP Participants will be made available to Participant only if, when, and to the extent it is provided by such NP Participant to the Exchange.

4.3.2 Notwithstanding the foregoing, SACVALLEY MEDSHARE shall make reasonable and appropriate efforts to:

(i) accurately represent and communicate Data it receives from the Exchange Community; and,

(ii) perform SACVALLEY MEDSHARE's functions with respect to aggregation of Data pertaining to a Patient in the LPR with a reasonable degree of accuracy for the benefit of Participant and NP Participants. SACVALLEY MEDSHARE shall promptly notify the Exchange Community of any inaccuracies in Data provided through the Exchange. SACVALLEY MEDSHARE shall not directly access or use the Data, and instead all access to Data is limited to access by ICA, subject to Section 7.4. SACVALLEY MEDSHARE shall permit ICA to use the Data only to provide the Hosted Services and support the Exchange as set forth in this Agreement.

4.3.3 SACVALLEY MEDSHARE may disclose Patient Data placed in or made available through the Exchange by Participant to any health plan (as defined in the HIPAA Regulations) for purposes of payment (as defined in the HIPAA Regulations). As permitted by the HIPAA Regulations at 45 CFR § 164.514(d)(3)(iii)(B), in making such disclosures SACVALLEY MEDSHARE may rely on the disclosure requested by the health plan as the minimum necessary information for the purpose for which it is requested.

4.3.4 Any provision of the Participation Agreement (including the Business Associate Agreement attached thereto as Exhibit A) to the contrary notwithstanding, SACVALLEY MEDSHARE may:

(i) use Patient Data placed in or made available through the Exchange by Participant to provide data aggregation services (as defined in the HIPAA Regulations) to Participant and other participants in the Exchange; and

(ii)de-identify Patient Data placed in or made available through the Exchange by Participant, by aggregation or otherwise in accordance with the HIPAA Regulations, and use or disclose such de-identified data without restriction; provided that, except with the prior written approval of the Participant or as otherwise permitted by this Agreement, SACVALLEY MEDSHARE shall not disclose to anyone other than the Participant aggregate data that is identifiable with or attributable to the Participant or, if the Participant is a member of a health system, to the Participant's health system.

4.4 Participation with Other Health Information Exchanges

4.4.1 Sequoia Project. SACVALLEY MEDSHARE will use reasonable efforts, in consultation and cooperation with Participant, to become a participant in The Sequoia Project (at www. sequoiaproject.org), eHealth eXchange, and to permit the exchange of Data in accordance with the standards of the Sequoia Project as soon as possible following the Effective Date. Based on the foregoing, when SACVALLEY MEDSHARE becomes a participant in The Sequoia Project, unless the Participant is itself a direct participant in The Sequoia Project, the Participant agrees to comply with the following provisions of the Sequoia Project Data Use and Reciprocal Support Agreement (DURSA), as amended from time to time: Participant shall (i) comply with all applicable law; (ii) reasonably cooperate with SACVALLEY MEDSHARE on issues related to the DURSA; (iii) Transact message content only for a permitted purpose; (iv) use message content received from another Participant in accordance with the terms and conditions of the DURSA; (v) within three (3) days after determining that a breach occurred, report the breach to SACVALLEY MEDSHARE; and (vi) refrain from disclosing to any other person any passwords or other security measures issued to the Participant by SACVALLEY MEDSHARE.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

4.4.2. Reciprocal Agreements. SACVALLEY MEDSHARE may enter into agreements for the reciprocal exchange of Participant's health information with other Health Information Exchanges (each such agreement, a "DURSA"), provided that each DURSA complies in substance with the following provisions, at a minimum:

(a) Limitation on Use. The DURSA restricts the uses for which the other Health Information Exchange may request health information from SACVALLEY MEDSHARE to Permitted Purposes, as defined in the SACVALLEY MEDSHARE Participation Agreement.

(b) Authority to Request and Disclose Data. The other Health Information Exchange represents (i) that its participants are health care providers or are otherwise eligible to receive and disclose health information for Permitted Purposes, and (ii) that the other Health Information Exchange has valid agreements with its participants under which it is authorized by them to request, receive and disclose health information on their behalf.

(c) Privacy and Security. The other Health Information Exchange agrees:

(i) that it will not use or disclose health information received from SACVALLEY MEDSHARE for any purpose not permitted by the DURSA (i.e., for any purpose that is not a Permitted Purpose under the SACVALLEY MEDSHARE Participation Agreement);

(ii) that it will maintain a secure environment in compliance with the requirements of the HIPAA Security Rule (45 CFR Parts 160 and 164, Subpart C), including effective processes to authenticate its participants and their authorized users;

(iii) that it will promptly report to SACVALLEY MEDSHARE any breach of unsecured protected health information in accordance with the requirements of the Data Breach Notification Rule (45 CFR Parts 160 and 164, Subpart C); and

(iv) that it will otherwise comply with all applicable laws and regulations relating to the privacy, security, use and disclosure of health information received from SACVALLEY MEDSHARE.

4.5 Disclosure to Coroners and Medical Examiners. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to coroners and medical examiners for the purpose of identifying a deceased person, determining a cause of death, or other duties of the coroner or medical examiner as authorized by law, as permitted by 45 CFR § 164.512(g)(1).

4.6 Disclosure to Public Health Authorities. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant covered entity to public health authorities that are authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions, as permitted by 45 CFR § 164.512(b)(1)(i).

4.7 Disclosure Pursuant to Authorization.

4.7.1 Disclosure. In addition to the purposes set forth in Section 4.2 and Section 4.3 of the Participation Agreement, SACVALLEY MEDSHARE may disclose health information contributed to the Exchange by Participant pursuant to and as permitted by an individual authorization that complies with the requirements of applicable law and regulation, including the HIPAA Regulations and the California Confidentiality of Medical Information Act.

4.7.2 Verification of Authorization. SACVALLEY MEDSHARE and the Participant will review the form or forms of authorization to be used by the requesting party, and will agree upon (i) an acceptable form of authorization, and (ii) a dataset that may be released pursuant to the approved form of authorization. SACVALLEY MEDSHARE may rely upon a representation of the requester that it has obtained an authorization from the individual in the approved form, that the authorization has not expired, and that it has the authorization on file and will make it available to SACVALLEY MEDSHARE and the Participant upon request. SACVALLEY MEDSHARE will conduct a periodic, retroactive review of a sample of the authorizations obtained by the requester, and shall notify the Participant if it appears that any release was not authorized. SACVALLEY MEDSHARE shall have no liability whatever to Participant for any release made in accordance with this section, even if it is determined that the release was not in fact authorized.

4.7.3 Maintenance of Authorizations. SACVALLEY MEDSHARE will obtain copies of all authorizations pursuant to which it releases Participant's health information, and will maintain them and make them available to Participant for six (6) years following the release.

4.7.4 **Fee.** SACVALLEY MEDSHARE may receive a reasonable cost-based fee from the requesting party to cover the cost of preparing and transmitting the information provided pursuant to section 4.7 of this agreement, or such other fee as may be permitted by applicable law and regulation

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

5.0 SOFTWARE LICENSE/ACCESS TO HOSTED SYSTEM.

5.1 License to Use Software and Hosted System. SACVALLEY MEDSHARE grants to Participant for the Term, a royalty-free, non-exclusive, nontransferable, non-assignable, non-sub-licensable, and limited right for Participant and its Authorized Users to use the Software and access the Hosted System for the sole purpose of participating in the Exchange pursuant to this Participation Agreement. Participant acknowledges that the Software may have been licensed to SACVALLEY MEDSHARE by third parties. This license includes any additional software developed by or for SACVALLEY MEDSHARE for the security, privacy and exchange of Data through the Hosted System. Such new or revised Software shall automatically become subject to this Agreement and available to Participant upon its installation or incorporation into the Hosted System. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SOFTWARE IS LICENSED "AS IS" AND SACVALLEY MEDSHARE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5.2 Software/Hardware System. SACVALLEY MEDSHARE will provide, and Will Cause (as defined in Section 12.1) ICA to provide, a secure viewer web-based application to Participant to securely retrieve and view the Data provided, Participant has access to an Internet connection and an Internet browser with computer equipment and software (other than the SACVALLEY MEDSHARE HIE Software) that meets or exceeds the minimum configuration requirements ("System Requirements") set forth on Exhibit D, which may be amended or supplemented from time to time, subject to Participant's right of termination under Section 2.3.

5.3 Participant's Computer System Security Requirements. At all times, Participant, at its sole cost and expense, shall establish, implement and update its internal security system, specifications and procedures for its computer servers, software and internet connections so that they meet or exceed the "Security Requirements" set forth on Exhibit E, which may be amended or supplemented as provided in Section 1.3.

5.4 Participant's Limited Use of the Software, Hosted System; Documentation. Participant shall not (and it shall not permit its Authorized Users to):

(i) attempt to interfere with or disrupt the Hosted System;

(ii) sell, assign, rent, lease, resell, license, sub-license or otherwise provide access to or distribute the Software or the Hosted System or documentation to anyone other than its Authorized Users;

(iii) use the Software, Hosted System or Documentation for the purposes of providing commercial data processing services, such as commercial use in a service bureau, timesharing, remote batch, or similar commercial operation, to third parties;

(iv) by reverse engineering or other process(es) create or attempt to create, or permit others to create or attempt to recreate the Software or the Hosted System;

(v) copy, modify, or distribute any portion of the Software, the Hosted System or any Documentation (except for internal use) related to the Software or the Hosted System;

(vi) transfer or assign any of its rights hereunder;

(vii) create any derivative works based on the Software, Hosted System or documentation (except for internal use);

(viii) export, re-export, divert or transfer the Software, Hosted System or documentation outside the United States; or

(ix) remove the trademark, copyright, trade secret or other proprietary legends or notices which appear on or in the Software.

Notwithstanding anything to the contrary, none of the restrictions set forth above are applicable to a Health Care Provider Participant's own Data or Data to which such Health Care Provider Participant has rightful access, including Data pertaining to an individual with whom Participant has a patient relationship.

5.5 Consents and Notices. Participant will modify or update its notice of privacy practices as may be necessary to reflect Participant's participation in the Exchange.

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5.6 Use in Compliance with Applicable Laws. Each Party agrees to use the Software only in compliance with all Applicable Laws and shall take no actions with the Software that would cause the other Party to be in violation of any Applicable Laws.

5.7 Ownership. Participant acknowledges that title to all copies of the Software and Software related Documentation provided by SACVALLEY MEDSHARE and all modifications thereto and derivative works thereof, including all intellectual property rights therein, shall remain exclusively with SACVALLEY MEDSHARE and its licensors, and Participant, NP Participants and Authorized Users are entitled solely to a nonexclusive license to use the Software. Participant acknowledges that the Software and Documentation are the confidential and proprietary property of SACVALLEY MEDSHARE or its licensors.

6.0 EXCHANGE SERVICES AND OPERATIONS

6.1 Exchange Operations. SACVALLEY MEDSHARE will maintain and operate the Hosted System and limit access to Participant and NP Participants. SACVALLEY MEDSHARE may contract with subcontractors to maintain and upgrade the Software or the Hosted System from time to time, operate the Exchange, and provide support services, among other things. In each such case, SACVALLEY MEDSHARE will require its subcontractors to:

(i) maintain the confidentiality of all Data and other proprietary information relating to Participant,

(ii) execute a Business Associate Agreement whenever such person or entity may have access to, view, receive, transmit or disclose PHI, and

(iii) comply with Applicable Laws.

6.2 Exchange Availability. SACVALLEY MEDSHARE will, and Will Cause ICA to, provide Participant with access to the Exchange 24 hours per day, 7 days a week, in accordance with Exhibit H. SACVALLEY MEDSHARE will, to the extent reasonably possible, (except in the event of an emergency), provide advance written notice of downtime(s) by sending Participant a downtime alert by email.

6.3 Support Services. SACVALLEY MEDSHARE will provide first level support services ("Support Services") to assist Participant with registering and training Authorized Users to use the Exchange (the "Exchange Helpdesk") as set forth in Exhibit F. For all other technical support, SACVALLEY MEDSHARE Will Cause ICA to respond and act in accordance with Exhibit F.

6.4 Data Exchange Records. SACVALLEY MEDSHARE will maintain records of the dates, times and the specific patient health records accessed by Authorized Users in each Data exchange as set forth in its Policies and Procedures. SACVALLEY MEDSHARE shall not maintain patient health records or review or inspect the content of PHI or the content of Data exchanged through the Exchange for accuracy, completeness or for any purpose, other than as provided in this Agreement or for a Permitted Use as provided above or in the Business Associate Agreement.

6.5 Disaster Recovery. SACVALLEY MEDSHARE will cooperate with the Exchange Community in restoring the Hosted System, and retrieving lost, or corrupted Data in the event of Force Majeure, Breach or Security Incident in accordance with ICA's established recovery plan and policies and procedures.

6.6 Other Services. SACVALLEY MEDSHARE's services include each of the following:

(a) establishing Policies and Procedures and applying standards for use and exchange of Data;

(b) maintaining Data (and SACVALLEY MEDSHARE Will Cause ICA to maintain Data) in the performance of SACVALLEY MEDSHARE's services;

(c) conducting accurate record matching for Data contributed by Participant and/or NP Participants and creating and maintaining a single LPRs for each Patient for whom Data has been contributed by one or more Participant and/or NP Participant; and

(d) performing other services, tasks, and responsibilities as reasonably requested by Participant and accepted by SACVALLEY MEDSHARE relating to SACVALLEY MEDSHARE's performance under this Agreement.

7.0 WARRANTIES AND REPRESENTATIONS

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7.1 Registration and Compliance with Policies and Procedures, and Applicable Laws. Participant warrants and represents that it will not access the Exchange unless and until it has registered its Authorized User(s), and complied with SACVALLEY MEDSHARE Participation Requirements, the Business Associate Agreement, and all Applicable Laws, as amended from time to time.

7.2 Patient Notice and Consent for Data Access. Participant agrees to include in its notice of privacy practices under HIPAA that Patient Data will be provided to an HIO. Patient Data will be made available by the HIO to others involved in the patient's treatment, unless the Patient that is the subject to the Data chooses to opt-out of allowing access. Opt-out forms can be found on the SACVALLEY MEDSHARE website (http://sacvalleyms.org/).

7.3 Authorized Users. Participant will use reasonable efforts to cause its Authorized Users to have the appropriate qualifications and training necessary as set out in the Policies and Procedures to access and use the Hosted System and to use the Hosted System in accordance with the System Requirements. Notwithstanding the foregoing, if any changes are made to the Hosted System or the System Requirements, Participant will have a reasonable period of time (not less than thirty (30) days) after Participant receives Notice of such change to comply with the foregoing requirements.

7.4 Privacy and Security of Data.

7.4.1. Generally. At all times, Participant and SACVALLEY MEDSHARE shall implement and maintain internet and operational safeguards and procedures to ensure the privacy, security, and accuracy of Data, in compliance with this Participation Agreement, the Business Associate Agreement, Participation Requirements, and all Applicable Laws. SACVALLEY MEDSHARE shall access, communicate, and make use of Data or any derivatives thereof only as set forth in Section 4.3.2. Participant shall authenticate and protect the login information of its Authorized Users.

7.4.2 Reporting Breaches; Reports. Without limiting any Business Associate Agreement entered into in connection with this Agreement, SACVALLEY MEDSHARE and Participant shall report to the other any of the following, of which Participant or SACVALLEY MEDSHARE (as applicable) becomes aware, in each case if related to or affecting Patient Data submitted by Participant to the Exchange or the manner in which Participant issues and manages login credentials for the Hosted System: (a) use or disclosure of Patient Data not provided for by this Agreement, (b) any Security Incident concerning electronic Patient Data, and (c) any Serious Breach of Privacy or Security. This report shall be made without unreasonable delay and in no case later than twenty-four (24) hours after the Party becomes aware of the use, disclosure, incident, or breach.

7.4.3. Safeguarding Patient Data. SACVALLEY MEDSHARE shall, Will Cause (as defined in Section 12.1) ICA to, and shall cause its other Related Parties to, comply with the requirements set forth in the attached Exhibit G.

7.4.4 Access to Data. Each of Participant and SACVALLEY MEDSHARE represents and warrants that it is authorized to access, and to provide access, to Patient Data that such party accesses, or to which such party provides access, under this Agreement. Notwithstanding anything to the contrary, SACVALLEY MEDSHARE represents, warrants, and covenants that neither SACVALLEY MEDSHARE nor any of SACVALLEY MEDSHARE's personnel or contractors, other than ICA, will directly access any Patient Data in the Exchange or Hosted System, except with the written consent of the Participant that provided that Patient Data.

7.5 System Operations, Systems Necessary to Participate in Exchange. Participant, at its own expense, will obtain, install, and maintain the computer equipment, software, services and testing necessary to effectively and reliably provide Data to and access Data in the Exchange, as specified in the System Requirements.

7.6 Documentation of Information for Patient Health Care; Record Retention; Storage and Backup. Participant, at its own expense, shall arrange for and maintain secure storage and backup of all Data it transmits to, or that it accesses through the Exchange if and as required by Applicable Law.

8.0 WARRANTY DISCLAIMER; RELEASE OF LIABILITY.

8.1 Exercise of Independent Professional Judgment. Participant acknowledges that the Exchange is not a substitute for the exercise of Participant's or its Authorized Users' own professional medical judgment. Subject to SACVALLEY MEDSHARE's obligations under this Agreement to communicate Data as set forth herein, Participant and its Authorized

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Users are responsible for confirming the integrity of all Data and for the use or omission of such Data in connection with a patient's Health Care. Notwithstanding the foregoing, SACVALLEY MEDSHARE will, and Will Cause ICA to, at all times use industry-standard measures to ensure data integrity and conduct industry-standard record matching.

8.2 NP Participants' Use of Participant's Data. Participant acknowledges that NP Participants will participate in the Exchange, and Participant hereby consents to the access, use, and retrieval of Data by NP Participants in the Exchange in accordance with Applicable Law and this Agreement. SACVALLEY MEDSHARE will require such NP Participants to comply with the Policies and Procedures and the same Security Requirements and System Requirements as Participant. Notwithstanding the foregoing, Participant acknowledges that SACVALLEY MEDSHARE does not warrant the accuracy, completeness or security of Data (in the form provided to SACVALLEY MEDSHARE) exchanged by NP Participants.

8.3 Release of Liability.

8.3.1. EXCEPT AS EXPRESSLY STATED HEREIN, THE EXCHANGE, THE HOSTED SYSTEM, THE SACVALLEY MEDSHARE SOFTWARE AND THE DATA ARE PROVIDED TO PARTICIPANT BY SACVALLEY MEDSHARE, "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY. SUBJECT TO THE TERMS OF THIS AGREEMENT, USE OF THE INTERNET, CARRIER LINES, SACVALLEY MEDSHARE SOFTWARE, THE HOSTED SYSTEM, THE EXCHANGE AND THE DATA DISCLOSED TO PARTICIPANT THROUGH THE EXCHANGE IS AT THE PARTICIPANT'S SOLE RISK AND EXPENSE.

PARTICIPANT HEREBY EXPRESSLY RELEASES SACVALLEY MEDSHARE OF AND FROM ALL LIABILITY OF ANY KIND, UNDER ANY THEORY, FOR OR RELATING TO ANY CLAIM WHETHER BROUGHT BY PARTICIPANT OR A THIRD PARTY, ARISING OUT OF OR RELATING TO:

(1) THE USE AND DISCLOSURE OF DATA BY PARTICIPANT AND/OR NP PARTICIPANTS;

(2) THE SECURITY OR RELIABILITY OF PARTICIPANT'S AND/OR NP PARTICIPANTS' INTERNET CONNECTIONS TO THE HOSTED SYSTEM, OR

(3) THE ACCURACY, COMPLETENESS, RELEVANCE, OR DISCLOSURE OF DATA MADE AVAILABLE TO PARTICIPANT AND OTHERS VIA THE EXCHANGE.

EXCEPT AS PROVIDED IN SECTION 8.3.2, IN NO EVENT SHALL SACVALLEY MEDSHARE OR PARTICIPANT BE LIABLE, REGARDLESS OF THEORY, FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE OTHER PARTY OR PARTICIPANT (AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, ANY DAMAGES AWARDED TO A THIRD PARTY FOR WHICH PARTICIPANT OR SACVALLEY MEDSHARE IS OBLIGATED TO PAY UNDER SECTION 9.0, SHALL BE DEEMED TO BE DIRECT DAMAGES REGARDLESS OF HOW SUCH DAMAGES ARE CHARACTERIZED BY THE COURT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT AS SPECIFIED IN SECTION 8.3.2, THE AGGREGATE LIABILITY OF SACVALLEY MEDSHARE AND ITS RELATED PARTIES AND PARTICIPANT AND ITS RELATED PARTIES, IF ANY, REGARDLESS OF THEORY OF LIABILITY, OR CHARACTERIZATION OF DAMAGES, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY PARTICIPANT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

8.3.2. EXCEPTIONS. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 8.3.1 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES ATTRIBUTABLE TO INTENTIONAL TORTS, UNLAWFUL CONDUCT OR GROSS NEGLIGENCE; (B) AMOUNTS FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 9.1; (C) THIRD PARTY CLAIMS THAT ARE THE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 9.2; (D) BREACHES OF SECTION 10; OR (E) INTENTIONAL MISAPPROPRIATION OR INTENTIONAL INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.

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9.0 INDEMNIFICATION.

9.1 Indemnification for Data Breaches.

9.1.1. If, as the result of any act or omission of SACVALLEY MEDSHARE or any Related Party of SACVALLEY MEDSHARE, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, SACVALLEY MEDSHARE shall bear and pay, and compensate and reimburse Participant for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person.

9.1.2. If, as the result of any act or omission of the Participant or any Authorized User of the Participant, a person is required to be notified of unauthorized access, disclosure, or use of the person's personal information, the Participant shall bear and pay, and compensate and reimburse the person required to make the notification for, all costs associated with such notification and related communication and for the costs of providing any legally required credit monitoring and identity theft protection service to the affected person. This Section 9.1.2 shall be for the benefit of SACVALLEY MEDSHARE and any NP Participant legally required to make such notification.

9.2 Indemnification for Third-Party Claims. SACVALLEY MEDSHARE and Participant (each, the "**Indemnitor**") shall indemnify, defend and hold SACVALLEY MEDSHARE, SACVALLEY MEDSHARE's Related Parties, Participant, Participant's Related Parties, Participant's Authorized User(s) and/or NP Participants together with their Related Parties (as applicable, the "**Indemnitee**") harmless from and against any and all:

(i) costs of defense as they are incurred, in any action or proceeding, including the fees of professionals and attorneys,

(ii) damages (including punitive damages) awarded in a final judgment in any litigation, arbitration or administrative proceeding, or

(iii) any other expense reasonably incurred by the Indemnitee,

in the case of each of "(i)" through "(iii)" arising out of or resulting from a claim against the Indemnitee by a third party (a "Claim") based on:

(a) the Indemnitor's breach of this Agreement, the Business Associate Agreement, or the Participation Requirements, or

(b) the Indemnitor's negligent or willful acts or omissions resulting in damages for personal injury (including death), or

(c) in the case of SACVALLEY MEDSHARE as Indemnitor, a Breach or Security Incident involving such third party's ePHI while being transmitted through or stored in the Hosted System.

(d) in the case of Participant as Indemnitor, (i) a Breach or Security Incident caused by Participant's failure to secure its login credentials for the Hosted System in accordance with this Agreement or (ii) unauthorized access to ePHI by employees of Participant while such ePHI is being transmitted through or stored in the Hosted System.

9.3 ICA Indemnification. Participant agrees that, to the extent any indemnification obligation of SACVALLEY MEDSHARE is attributable to the acts or omissions of ICA, SACVALLEY MEDSHARE shall be liable to Participant only to the extent of the combined contributions of (a) any indemnification available from ICA for SACVALLEY MEDSHARE or the Participant under the ICA Agreement, and (b) the proceeds of any insurance available to SACVALLEY MEDSHARE in connection with the indemnification obligation.

9.4 Additional Requirements. Indemnification of the costs and expenses of defense shall include payment of all costs as they are incurred that are associated with defending the Claim or cause of action involved, whether or not such Claims or causes of action are meritorious, including reasonable professionals' and attorneys' fees and any settlement by or judgment against the Indemnitee. The Indemnitee shall give Indemnitor prompt written notice of any Claim asserted against the Indemnitee, however, the failure to provide such Notice shall not relieve the Indemnitor of its obligations hereunder, except to the extent a Court of competent jurisdiction determines such failure materially and adversely prejudiced the Indemnitor. Upon receipt of such notice, the Indemnitee shall tender defense to the Indemnitor, who shall, at its sole cost

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and expense, retain legal counsel and defend the Indemnitee with counsel reasonably satisfactory to Indemnitee. The Indemnitor may not settle such litigation or proceeding without the express consent of the Indemnitee, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions set forth herein for indemnity, as to third parties, shall not serve as a waiver of any defense or immunity otherwise available and shall not preclude the Indemnitor from asserting every defense or immunity that the Indemnitor could assert on its own behalf. All remedies provided by law, or in equity shall be cumulative and not in the alternative.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION.

10.1 Definition. It is anticipated that, in the performance of their respective roles in the Exchange, SACVALLEY MEDSHARE and Participant will exchange Confidential Information. "**Confidential Information**" means any non-public, proprietary or sensitive information (or materials) belonging to or in the possession or control of a Party that is disclosed or made available to the other Party in connection with this Agreement and that is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice of its sensitive nature, or is of a type that a reasonable person would recognize it to be commercially sensitive. Confidential Information includes, but is not limited to, each Party's trade secrets, business plans, marketing plans, know how, data, contracts, documents, scientific and medical concepts, costs, financial information, profits and billings, and referral sources, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, and agreements of a Party and any of its departments or agencies, whether written or verbal. Confidential Information does not, however, include any information that a Party demonstrates: (a) is in the public domain; (b) is already known or obtained by that Party other than in the course of the Exchange; (c) is independently developed by that Party; and/or (d) becomes known to that Party from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement by that Party. Confidential Information also shall not include any PHI.

10.2 Nondisclosure. SACVALLEY MEDSHARE and Participant each shall keep and maintain in strict confidence all Confidential Information received from each other and/or from NP Participants (as applicable, the "**Disclosing Party**"), or any of the Disclosing Party's officers, employees, attorneys, accountants or other agents or representatives, or of any of the Disclosing Party's departments or agencies, in connection with participation in the Exchange, and shall not use, reproduce, distribute or disclose any such Confidential Information, and shall prevent its agents, representatives and employees from making any such use, reproduction, distribution or disclosure, except to those employees, attorneys, accountants or other agents or representatives directly involved in the conduct of the Exchange, unless specifically authorized in writing by the Disclosing Party. Notwithstanding the foregoing, Participant and NP Participants may share SACVALLEY MEDSHARE's Confidential Information with one another to the extent reasonably required for collaboration between or among them. On request, either Party shall restore to the Disclosing Party all copies of the Disclosing Party's Confidential Information in its possession or under its control and in whatever form and all materials developed based on the Disclosing Party's Confidential Information. Neither Party shall have any proprietary interest in any materials derivative of the other Party's Confidential Information.

10.3 Equitable Remedies. All Confidential Information represents a unique intellectual product of its owner. The unauthorized disclosure of said Confidential Information would have a detrimental impact upon its owner, and the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable loss, and it would require a multiplicity of actions at law and in equity in order to seek redress against the receiving party in the event of an unauthorized disclosure. The owner of Confidential Information shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to such owner.

10.4 Notice of Disclosure. Notwithstanding any other provision hereof, nothing in this Agreement shall prohibit or be deemed to prohibit a Party from disclosing any Confidential Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that such Party becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction, and such disclosures are expressly permitted hereunder, provided, however, that a Party that has been requested or becomes legally compelled to make a disclosure otherwise prohibited hereunder by reason of a subpoena or order of a court,

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administrative agency or other governmental body of competent jurisdiction shall provide the other Party with notice thereof within five (5) calendar days, or, if sooner, at least three (3) business days before such disclosure will be made so that the other Party may seek a protective order or other appropriate remedy. In no event shall a Party be deemed to be liable hereunder for compliance with any such subpoena or order of any court, administrative agency or other governmental body of competent jurisdiction.

10.5 Patient Data. As between the Parties, Participant is the sole and exclusive owner of any and all updates or modifications to or derivatives of any of the Patient Data provided by Participant ("**Participant Patient Data**"), which updates, modifications, or derivatives are made by or for SACVALLEY MEDSHARE, and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. All such updates, modifications, and derivatives constitute Participant Patient Data hereunder. To the extent SACVALLEY MEDSHARE at any time has any rights in or to any Participant Patient Data (including intellectual property rights), SACVALLEY MEDSHARE hereby assigns to Participant all such rights. Upon Participant's request any time (including in connection with investigations, audits, and compliance with Applicable Laws) and at the end of the Term to which such Participant Patient Data pertains, SACVALLEY MEDSHARE shall promptly provide to Participant, at no additional charge, an electronic copy of all Participant Patient Data, and all other Patient Data pertaining to Patients attributable to Participant, in the format and with the file layouts reasonably requested by Participant, provided that SACVALLEY MEDSHARE is reasonably capable of producing the data in that format and layout. If Participant requests at any time, SACVALLEY MEDSHARE shall destroy all copies of Participant Patient Data in SACVALLEY MEDSHARE's possession or control. SACVALLEY MEDSHARE shall not use Patient Data for any purpose other than that of rendering services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Patient Data. SACVALLEY MEDSHARE shall not possess or assert any lien or other right against or to Patient Data. SACVALLEY MEDSHARE Will Cause ICA to comply with and perform SACVALLEY MEDSHARE's obligations under this Section 10.5.

11.0 INSURANCE.

11.1 SACVALLEY MEDSHARE Insurance. SACVALLEY MEDSHARE, at its sole cost and expense, shall (and shall cause ICA to) obtain and keep in force, an insurance policy or policies, or self-insure in an amount sufficient to cover any liability it incurs for breach of this Agreement, the Business Associate Agreement, Applicable Law, or other act or omission giving rise to a claim for indemnity. Such policies shall provide, at a minimum, coverage of the following types and amounts, insuring SACVALLEY MEDSHARE and Participant as an additional insured, and in each case waiving the right of the insurer to subrogation, as follows:

11.1.1. Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	$4,000,000

11.1.2. Excess Liability at limits of $2,000,000 per occurrence/aggregate.

11.1.3. Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk. Technology, professional liability, data protection, privacy, and cyber liability insurance policy(ies) shall provide coverage for the following risks, among others: financial loss, as well as all SACVALLEY MEDSHARE (and ICA) costs, including damages it is obligated to pay Participant or any third party, which are associated with any breach of security or loss of Data, regardless of cause (including, without limitation, SACVALLEY MEDSHARE's (and ICA's) negligence or gross negligence and unlawful third party acts), and resulting or arising from acts, errors, or omissions in connection with the performance of this Agreement or the Business Associate Agreement, or under Applicable Law. Such insurance shall provide coverage for a commercially reasonable amount.

11.2 Participant Insurance. Participant shall obtain and keep in force, at all times during the term of this Agreement, the following insurance (or a comparable program of self-insurance):

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11.2.1. Comprehensive or Commercial Form General Liability Insurance (Blanket Contractual Liability, Broad Form Property Damage, Personal Injury included) with limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate (Not applicable to the Comprehensive Form)	$4,000,000

11.2.2. Excess Liability at limits of $2,000,000 per occurrence/aggregate,

11.2.3. Professional Liability (Errors and Omissions and Cyber Risk) for Information Technology including Cyber Risk, inclusive of professional liability, technology risks, and data safety, in commercially reasonable amounts.

11.3 Other Insurance Requirements. Each Party shall furnish the other Party upon request with certificates of insurance and additional insured endorsements evidencing compliance with all requirements. If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement. The coverages specified above shall be primary, non-contributory with, nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the applicable Party. Such insurance shall be with insurers with at least an A.M. Best's Insurance Guide rating of "A VII." or maintained through adequate programs of self-insurance. The insurance policies shall provide that a Party (or such Party's insurance company) shall notify the other Party in writing at least thirty (30) days in advance if that such Party's insurance coverage is to be canceled, modified or changed so as not to comply with the requirements of this Agreement. Under no circumstance shall the insurance requirements specified in this Article reduce the liability of either Party.

12.0 DEFINITIONS.

12.1 Rules of Interpretation. If, and to the extent there is a conflict between the definition given a term by this Participation Agreement and the Business Associate Agreement, the definition stated in the Business Associate Agreement shall govern. To the extent the definitions stated in the Participation Agreement or in the BA Agreement conflict with the Privacy Laws, the Privacy Laws shall govern. The following terms are defined in the attached Business Associate Agreement: "Applicable Law," "Business Associate," "Business Associate Subcontractor," "Breach," "Covered Entity," "Electronic PHI" or "ePHI," "Encryption," "Privacy Laws," "Protected Health Information" or "PHI," "Security Incident" and "Unsecured PHI." As used in this Agreement, "including" means "including but not limited to", and (unless the context otherwise requires) "shall" and "will" are equivalent words that express an obligation of a party.

"**Affiliates**" means directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the other.

"**Applicable Law(s)**" means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

"**Authorized User**" means an individual Participant or an individual or entity (including Participant's Affiliates) designated by a Participant, to access and use the Exchange and/or the Hosted System in accordance with the terms of this Participation Agreement. For purposes of this Agreement, an individual or an entity is only an Authorized User of Participant when such individual or entity is accessing the Exchange and/or Hosted System using login credentials issued by Participant.

"**CMIA**" means the California Medical Information Act.

"**Data**" means any confidential or proprietary data concerning a Participant or SACVALLEY MEDSHARE, and/or third party data, including, without limitation, an individual's confidential and/or protected health information if and to the extent the same is (a) transmitted and uploaded to the Hosted System; or (b) stored in, transmitted, viewed, accessed, received, or processed through the Exchange by Participant, Participant's Authorized Users, NP Participants, and/or NP Participant's Authorized Users. For purposes of this Agreement, Data broadly includes PHI (as that term is defined in HIPAA) sent by Direct Messaging using the facilities of the Exchange, and Medical Information (as that term is defined in the CMIA). As used herein, "**Patient Data**" means any Data pertaining to a Patient.

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"**Data Exchange**" means all activities related to accessing, viewing, entering, retrieving and exchanging Data through the Exchange via the Hosted System.

"**Direct Messaging**" means the ability to send patient information through secure electronic mail separate from the standardly used electronic mail system. Direct Messaging uses HISP connections through DirectTrust®.

"**Documentation**" means all user manuals, reference guides, brochures, installation manuals, specifications, release notes, error message manuals or other written documentation pertaining to the installation, use, features or performance of the deliverables or services set forth in this Agreement and made available to Participant at the time of Execution of the Participation Agreement and as modified, amended from time to time.

"**Exchange**" means the health information exchange hosted by SACVALLEY MEDSHARE, including the Hosted System.

"**Exchange Community**" means all participants (including Participant and NP Participants) registered to use the Exchange, collectively.

"**Health Care**" means care, services or supplies related to the health of an individual and is more particularly defined within the Code of Federal Regulations 45 C.F.R. Section 160.13.

"**Health Care Provider**" means a physician, group practice, hospital, health system, public health entity, professional, or other health care organization that provides health care services to Patients, in conformity with the HIPAA definition given within the Code of Federal Regulations 45 C.F.R. § 160.103.

"**Health Information Exchange**" means an organization that conducts electronic exchanges of health information among health care providers and other persons or organizations entitled under law to disclose or receive health information.

"**HIPAA Regulations**" means the regulations within the Code of Federal Regulations 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time.

"**Hosted System**" means, collectively, the software applications, ongoing hosting and management services provided by SACVALLEY MEDSHARE as part of the Exchange functionality.

"**LPR**" means a longitudinal patient record maintained with respect to Patient by SACVALLEY MEDSHARE.

"**NP Participant**" means a person or entity that has entered into a "participation agreement" with SACVALLEY MEDSHARE to access, use, or exchange Data through the Exchange, but is not a Party to this Agreement.

"**Patient**" means an individual receiving Health Care from a Health Care Provider or Covered Entity.

"**Participation Requirements**" has the meaning given in in Section 1.3 of this agreement.

"**Participant**" means generally a Covered Entity, Health Care Provider and/or recipient of Data that has entered into, and is in full compliance with, a participation agreement with SACVALLEY MEDSHARE HIE, and is authorized to use the Hosted System. "**Participant**" means the individual if the Participant is a person (or the person authorized by a Participant if that Participant is an entity) to execute this Agreement on its behalf. In connection with this Agreement, Participant means the person or entity executing it as Participant.

"**Permitted Use**" means a use permitted pursuant to Section 4.2.2 of this agreement.

"**Policies and Procedures**" means, collectively, the policies and procedures adopted by SACVALLEY MEDSHARE and notwithstanding anything to the contrary contained elsewhere made available to Participant at the time of Execution of the Participation Agreement (and as modified, amended from time to time), which govern SACVALLEY MEDSHARE operation of the Hosted System and Participant's access to the Hosted System and use of the Exchange and the use, submission, transfer, access, privacy and security of Data.

"**Sensitive Health Information**" means and refers to the types of health information classified by Applicable Laws as being particularly sensitive to a Patient, and that may require a Covered Entity to provide notice to or obtain consent from the Patient before such information is shared or disclosed and to use heightened security measures when storing, transferring, accessing or using such information. Recognized categories for Sensitive Health Information under Applicable Law and the Policies and Procedures include, but shall not be limited to: drug or alcohol abuse treatment information, psychotherapy notes, HIV-related tests, mental health treatment, and services for which a patient has paid out-of-pocket and requested that information about the service not be disclosed.

"**Serious Breach of Privacy or Security**" is a use or disclosure of Data in a manner that

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

(i) constitutes a violation of Applicable Laws,

(ii) violates this Participation Agreement,

(iii) that would be required to be reported to affected individuals and/or government officials, or

(iv) that adversely affects the viability of SACVALLEY MEDSHARE, or the legal liability of SACVALLEY MEDSHARE or any Participant or both.

"**Software**" means the computer software that comprises the Hosted System that allows Participant and NP Participants to securely exchange Data for a Permitted Use.

"**Term**" means the Initial Term and any Renewal Term.

"**Will Cause**" means, when used as an obligation of SACVALLEY MEDSHARE under this Agreement, that (a) SACVALLEY MEDSHARE represents and warrants that SACVALLEY MEDSHARE is party to a binding agreement with the person or entity that is the subject of such obligation that requires such person or entity to take (or refrain from taking) the applicable action, grant the applicable rights, and/or comply with the applicable obligation and (b) SACVALLEY MEDSHARE shall use reasonable efforts to require performance of, and enforce, such agreement with such person or entity.

13.0 GENERAL PROVISIONS.

13.1 No Exclusion. The Parties each warrant and represent that neither they nor any of their Related Parties have been placed on the sanctions list issued by the office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. 1320a(7), or have been excluded from government contracts by the General Services Administration. A Party will provide the other immediate notice in the event either is placed on the sanctions list.

13.2 Severability. If any provision of this Agreement is determined to be invalid or unenforceable such provision shall be changed so as to best accomplish the objectives of the Parties within the limits of Applicable law, provided, however, if that is not possible or feasible, such provision will be severed from this Agreement to the extent of such determination without affecting the validity or enforceability of such remaining provisions.

13.3 Governing Laws. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California without regard to its conflict of law provisions. The parties waive any objections and agree to the venue and personal jurisdiction of the courts of the State of California and the federal courts situated in Butte County over any action arising out of or relating to this Agreement.

13.4 Force Majeure. No Party shall be liable to the other for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or internet communications failure).

13.5 Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted by this Agreement or the Business Associate Agreement will be in writing and shall be deemed to have been duly given, made and received on the date when delivered to the other Party at the address stated below the signature line:

(i) when delivered personally, or by a nationally recognized courier service, or

(ii) on the third business days following the day when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested (the notices described in this section, "**Notices**").

Nothing in this Section 13.5 of this agreement will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine participation in the Exchange. A Party may change its address for Notice, at any time, by giving Notice of such change as provided herein.

13.6 No Agency. SACVALLEY MEDSHARE provides the Exchange services to Participant but does not act as the Participant's agent. Participant will not be deemed an agent of an NP Participant as a result of participation in this Agreement.

13.7 Modifications. Except as specifically provided herein, no modification to the terms of this Agreement or the Business Associate Agreement shall be valid, unless agreed in writing and signed by the Parties hereto.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

13.8 Registered User Signatures and Signed Documents. Upon registering with the Exchange, Participant acknowledges and agrees that its Authorized User is authorized to adopt as its signature an electronic identification consisting of symbols or codes that are to be affixed to or contained in a Data Exchange made by the Participant ("**Signatures**"). Participant agrees that any Signature affixed to or contained in any Data Exchange will be sufficient to verify that the Participant originated such Data Exchange. Any transmission or exchange of Data made pursuant to this Agreement shall be considered a "writing" or "in writing" and any such exchange when containing, or to which there is affixed, a Signature shall be deemed for all purposes:

(a) to have been "signed" (a "**Signed Document**") and

(b) to constitute an original when printed from electronic files or records established and maintained in the normal course of business.

Participant will not contest the validity or enforceability of Signed Documents under the provisions of any Applicable Law as they may relate to the requirement that certain agreements be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the parties to the same extent and under the same condition as other business records originated and maintained in paper form.

13.9 Complete Agreement. The terms of this Agreement and its Attachments and Exhibits represent the entire understanding between the Parties and supersede all previous agreements, whether oral or in writing. The Attachments and/or Exhibits attached to this Agreement are fully incorporated and made a part of this Agreement by this reference as if fully stated herein.

13.10 Survival. Notwithstanding any expiration or earlier termination of this Agreement, the following provisions of this Agreement relating to the following matters shall survive in accordance with their terms: Sections 7.0 (Warranties and Representations), 8.0 (Warranty Disclaimer; Release of Liability), 9.0 (Indemnification), 10.0 (Proprietary and Confidential Information), 12.0 (Definitions), 13.0 (General Provisions), Exhibit A (Business Associate Agreement), and Exhibit G (Safeguarding Patient Data). Termination of this Agreement by a party shall not relieve the other party hereto from any liability which at the time of termination already accrued to the other party or which thereafter may accrue in respect of any act or omission of such party prior to termination.

13.11 Authorized Agent Signature. By signing this Agreement, the undersigned represents and warrants that he or she has received and read a copy of this Agreement, inclusive of Attachments and Exhibits, and that he or she is either

(a) the Participant or,

(b) if the Participant is an organization, an individual acting on the Participant's behalf who is authorized to sign and enter into this Agreement. Proper execution of the Agreement by Participant must include the execution of Exhibit A.

13.12 Assignment. Neither Party may assign or transfer this Agreement, either voluntarily or by operation of law, without the prior written consent of the other Party.

13.12 Counterpart Signatures and Facsimile Signatures. This Agreement may be executed and delivered in counterparts all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution and delivery of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE
GENERAL PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date:

SACVALLEY MEDSHARE

Name: John Helvey

By:

Title: CEO, SacValley MedShare

Address for Notice:

SacValley MedShare

2485 Notre Dame Blvd, Suite 370 #20

Chico, CA 95928-7163

eMail: john.helvey@sacvalleyms.org

Participant: **County of Colusa | Colusa County**

Name: Gary J. Evans

By:

Title: Board Chair

Address for Notice:

Colusa County Behavioral Health

162 E. Carson Street

Colusa, CA 95932

eMail: bhfrontoffice@countyofcolusaca.gov

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

_____

Tiffany Jorgensen, Deputy

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Exhibit A

SacValley MedShare Health Information Exchange

HIPAA: Business Associate Agreement

The parties agree that, under this Exhibit, SACVALLEY MEDSHARE ("**Business Associate**") shall have all the rights and obligations of a "Business Associate," as defined below, and Participant and its Affiliates using the Exchange ("**Covered Entity**"), shall have all the rights and obligations of a "Covered Entity," as defined below.

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them by HIPAA (defined below), including Business Associate, Covered Entity, Limited Data Set, Data Aggregation and Designated Record Set.

(a) "**Agreement**" means the Participation Agreement to which this Business Associate Agreement is an exhibit.

(b) "**Breach**" shall mean the unlawful or unauthorized access to, viewing, acquisition, use or disclosure of PHI.

(c) "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-005) and the rules, guidance and regulations promulgated thereunder, as amended from time to time, including 45 Code of Federal Regulations, Parts 160 and 164.

(d) "**Patient**" shall have the same meaning as the term "individual" under HIPAA and shall include a person who qualifies as a personal representative.

(e) "**Protected Health Information**" ("**PHI**") shall have the meaning given to such term under HIPAA and shall include any information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity (i) that relates to the past, present or future physical or mental health condition of the patient, the provision of health care to patient, or the past, present or future payment for the provision of health care to patient; and (ii) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient.

(f) "**Secretary**" shall mean the Secretary of the U.S. Department of Health and Human Services or her/his designee.

(g) "**Security Incident**" shall mean any accidental, malicious or natural act that: (i) results in a Breach of any PHI; or (ii) materially and adversely impacts the functionality of Covered Entity's network; or (iii) permits unauthorized access to Covered Entity's network; or (iv) involves the loss or loss of control of a Covered Entity owned or managed information technology resource; or (v) involves the use of Covered Entity's technology resources for illegal purposes or to launch attacks against other individuals or organizations; or (vi) materially impacts the integrity of the Covered Entity's files or databases including, but not limited to: (1) interface failures; (2) inadequate testing or change control procedures; or (3) other failures which result in the deletion or unauthorized changes to an electronic database. A "Security Incident" shall not include any attempted access of system operations in an information system by a Packer Internet Groper (PING) program.

(h) "**State**" shall mean the state in which the Covered Entity is located.

(i) "**Subpart E**" shall mean 45 Code of Federal Regulations, Part 164, Subpart E, which consists of Sections 164.500 et seq., as amended from time to time.

2. Permitted Uses and Disclosures by Business Associate.

(a) For Covered Entity. Except as otherwise limited in the Agreement and this Exhibit, Business Associate (i) shall create, maintain, transmit, access, use or disclose PHI only for the benefit of Covered Entity and to perform functions, activities, or services as specified in the Agreement, and (ii) shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(b) Minimum Necessary. Business Associate shall use only the minimum amount of PHI necessary to perform the specified functions, activities or services. In the event of inadvertent access by Business Associate to more than the minimum necessary amount of Covered Entity's PHI, Business Associate will: (i) treat all such PHI in accordance with the Agreement and this Exhibit; (ii) promptly notify Covered Entity, in accordance with paragraph 3(d) below, of such access; (iii) erase, delete, and/or return such PHI in a form usable by the Covered Entity as quickly as possible; and (iv) take all necessary actions to prevent further unauthorized access to PHI beyond the minimum necessary amount.

(c) Management of Business Associate. Except as otherwise limited in the Agreement or this Exhibit, Business Associate may use or disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that (i) the disclosure is required by law, or (ii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information shall remain confidential and be used or further disclosed solely as required by law or for the purpose of assisting Business Associate to meet Business Associate's obligations under the

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

Agreement. Business Associate shall require any person to whom PHI is disclosed under this subsection to notify Business Associate of any instance of which it is aware in which the confidentiality or security of the PHI has been breached.

(d) Data Aggregation. Except as otherwise permitted in the Agreement and this Exhibit, Business Associate may use PHI to provide Data Aggregation services only for Covered Entity.

(e) Compliance with State Laws. Business Associate may use, disclose and access PHI only as permitted by State law, unless such State law is contrary to HIPAA and is preempted by HIPAA in accordance with 45 Code of Federal Regulations Sections 160.201 et seq.

3. Obligations of Business Associate.

(a) Use. Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement, this Exhibit or as required by law.

(b) Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Exhibit. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity and availability of PHI that it receives, maintains, transmits or creates on behalf of Covered Entity and that comply with the requirements of HIPAA.

(c) Mitigation. Business Associate shall promptly mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the Agreement and this Exhibit.

(d) Notify Covered Entity. Business Associate shall promptly notify Covered Entity of any Security Incident or Breach in writing in the most expedient time possible, and not to exceed twenty-four (48) hours in the event of a Breach, following Business Associate's initial awareness of such Security Incident or Breach. Notwithstanding any notice provisions in the Agreement, such notice shall be made to the privacy officer and/or designee. Business Associate shall cooperate in good faith with Covered Entity in the investigation of any Breach or Security Incident.

(e) Breach Notification. Following notification to Covered Entity and to all participants using the Exchange of a Breach by the Business Associate, Business Associate shall promptly cooperate with Covered Entity in determining which entity shall provide any required Breach notification. If the parties agree that Business Associate shall provide any required Breach notification, Business Associate shall provide such notification timely and provide Covered Entity with documentation of Business Associate's actions, including documentation of the names and addresses of those to whom the notifications were provided.

(f) Access. If Business Associate holds PHI in Designated Record Sets as determined by Covered Entity, Business Associate shall provide prompt access to the PHI to Covered Entity whenever so requested by Covered Entity, or, if directed by Covered Entity, to a Patient in order to meet the requirements of HIPAA and State Law, as applicable. If requested, such access shall be in electronic format. If a Patient requests directly from Business Associate (i) to inspect or copy his or her PHI, or (ii) requests its disclosure to a third party, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request.

(g) Amendments. Business Associate shall promptly make amendment(s) to PHI requested by Covered Entity and shall do so in the time and manner requested by Covered Entity to enable it to comply with HIPAA and State Law, as applicable. If a Patient requests an amendment to his or her PHI, directly from Business Associate, the Business Associate shall promptly notify Covered Entity's facility privacy official of such request and await such official's denial or approval of the request.

(h) Internal Records. Business Associate shall promptly make its internal practices, books, records, including its policies and procedures, relating to the use, disclosure, or security of PHI that the Business Associate received from, maintained or created for or on behalf of Covered Entity, available to Covered Entity or the Secretary, in a time and manner designated by Covered Entity or the Secretary, to enable the Secretary to determine compliance with HIPAA.

(i) Accountings. Business Associate shall document all disclosures of PHI and information related to such disclosures as required under HIPAA in order that it may provide an accounting of such disclosures as Covered Entity directs. Business Associate shall: (i) Provide an accounting as required under HIPAA to those Patients who direct their requests to Business Associate; or (ii) Provide the accounting information required under HIPAA to Covered Entity, if so requested by Covered Entity, in the time and manner specified by Covered Entity.

(j) Preservation. Business Associate shall cooperate with Covered Entity to preserve and protect the confidentiality of PHI accessed or used pursuant to the Agreement and shall not disclose or testify about such information during or after the termination of the Agreement, except as required by law.

(k) Destruction. If, during the term of the Agreement, Business Associate wishes to destroy the PHI, it shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with the requirements for destruction of PHI found in Section 5(a) of this Exhibit. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply promptly as requested.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

(l) HIPAA Compliance. Business Associate shall comply with 45 Code of Federal Regulations Part 164, Subpart C with respect to electronic PHI. The written policies and procedures and documentation required to be maintained by Business Associate under the Agreement, this Exhibit and HIPAA shall be made available promptly to Covered Entity, upon Covered Entity's request.

(m) Subcontractors. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in a written contract with Business Associate to the same restrictions and conditions that apply to Business Associate with respect to such information and that such agent or subcontractor shall implement reasonable and appropriate safeguards for the protection of the PHI which shall be no less than those required of Business Associate under this Agreement and the provisions of HIPAA. In performing services under this Exhibit, Business Associate shall use agents, employees and/or subcontractors that are domiciled only within the United States of America and its territories.

4. Effect of Breach of Obligations. If Business Associate breaches any of its obligations, Covered Entity shall have the option to do the following:

(a) Cure. Provide Business Associate an opportunity to cure the breach, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the breach or end the violation as and within the time specified by Covered Entity, or if the breach is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations and obligations to provide information, materials, equipment or resources to Business Associate;

(b) Termination. Immediately terminate the Agreement, if Covered Entity reasonably determines that Business Associate (1) has acted with gross negligence in performing its obligations; (2) is in violation of the law; (3) willfully has violated or is violating the privacy and security provisions of this Exhibit or HIPAA; or (4) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of the PHI. Such termination of the Agreement shall be without prejudice to other legal remedies available to Covered Entity.

5. Effect of Termination.

(a) Disposition of PHI. Upon termination of the Agreement and subject to Section 5(b) below, Business Associate shall promptly return to Covered Entity a copy of all PHI in a form usable by the Covered Entity, including derivatives thereof, and shall take all reasonable steps to promptly destroy all other PHI held by Business Associate by: (i) shredding; (ii) securely erasing, or (iii) otherwise modifying the information in those records to make it unreadable or undecipherable through any means. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. At Covered Entity's request, Business Associate shall certify in writing that it has complied with the requirements of this Section.

(b) Infeasible; Survival. If the return or destruction of PHI is infeasible, Business Associate shall promptly notify Covered Entity of the conditions that make such return or destruction infeasible. Upon mutual determination by the parties that return or destruction of PHI is infeasible, the obligations of the Business Associate under this Exhibit shall survive the termination of this Agreement. Business Associate shall limit the further use or disclosure of all PHI to the purposes that make its return or destruction infeasible. If Business Associate subsequently wishes to destroy PHI, Business Associate shall notify Covered Entity in writing about its intent to destroy data at least ten (10) days before such date of destruction, and shall comply with Section 5(a) above. Notwithstanding the above, if Covered Entity requests the return of any PHI, Business Associate shall comply as requested.

6. Credit Monitoring. In the event that either party is required by law to notify individuals whose PHI was inappropriately accessed, used, or disclosed by Business Associate, its employees, subcontractor(s) or its agents, and the PHI contains: (i) the individual's first initial or first name, last name, and social security number; (ii) the individual's first initial or first name, last name, and driver's license or state identification card; (iii) the individual's first initial or first name, last name, account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and/or (iv) the individual's first initial or first name, last name, and PHI, then Business Associate and Covered Entity shall work together to structure a credit monitoring offering commensurate to the risk posed by the breach and Business Associate shall, in any event, pay the costs of credit monitoring for one (1) year for such individuals and the costs and fees related to timely notification in accordance with law.

7. Amendment. The parties agree to promptly modify or amend this Exhibit to permit parties to comply with any new laws, rules or regulations that might modify the terms and conditions herein.

8. General. The Agreement, including this Exhibit and attachments hereto are intended to be construed in harmony with each other, but in the event that any provision in this Exhibit conflicts with the provisions of the Agreement, or its other attachments, the provisions in this Exhibit shall be deemed to control and such conflicting provision or part thereof shall be deemed removed and replaced with the governing provision herein to the extent necessary to reconcile the conflict, except that the indemnity and insurance provisions of this Exhibit (if any) and the Agreement are to be read as separate, concurrent obligations such that Business Associate shall comply with each obligation and one shall not replace the other.

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9. Audits. Upon reasonable notice to Business Associate, Covered Entity shall have the right to inspect and audit Business Associate's privacy and security controls relating to Business Associate's compliance with the terms of the Agreement, this Exhibit and HIPAA. Business Associate may impose reasonable restrictions upon Covered Entity's access to Business Associate's premises information systems, including but not limited to limiting access only to those information systems which contain Covered Entity's PHI and limiting access to ensure Business Associate's compliance with existing confidentiality obligations to its other customers. Such audits shall occur no more often than once per year or after any Breach or Security Incident and only upon a good faith belief by Covered Entity that Business Associate is not in compliance with its obligations under the Agreement, this Exhibit or HIPAA relating to Covered Entity's PHI. All audits shall be conducted with the least interruption to Business Associate's normal business operations as feasible. Covered Entity shall be responsible for all costs incurred in order to perform the audit.

10. No Third-Party Beneficiary. The provisions and covenants set forth in this Exhibit are expressly entered into only by and between Business Associate and Covered Entity, and are only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third-party beneficiary status or right (or the equivalent thereof) in any other third party and no such third party shall have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Exhibit.

IN WITNESS WHEREOF, the Parties identified below have executed this Business Associate Agreement.

BUSINESS ASSOCIATE:	**COVERED ENTITY:**
SACVALLEY MEDSHARE	**County of Colusa | Colusa County**
Name: John Helvey	Name: Gary J. Evans
By:	By:
Title: CEO, SacValley MedShare	Title: Board Chair
	ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors
	Tiffany Jorgensen, Deputy

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

SACVALLEY MEDSHARE

SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE
GENERAL PARTICIPATION AGREEMENT
EXHIBIT B: PARTICIPANT AGREEMENT/PRICING

Exhibit B:
Participant Agreement/Pricing

Participant Name:	**County of Colusa | Colusa County**
Effective Date:	12/01/2024
Initial Term Participation Fee	**$ 2,500**
HIE Services with Data Exchange:	
- One-Time Setup Initiation Fee (Due upon acceptance)	**$ 10,000**
- One-Time XDS.b Feed	**$ 5,000**
- One-Time ADT Feed	**$ 5,000**
SacValley MedShare Incentive for executing agreement before 12/01/2024:	**$ -5,000**

Due upon Execution	$17,500	Annual Renewal Fee	$2,500

Note: If full participation Agreement is required to be executed every renewal period an Admin Fee of $1,000 will be added to the Annual Renewal. Updated Exhibit B can be sent annually without additional Admin Fee.

Termination – Initial Term of through November 30th, 2027, with renewal in accordance with Section 2.2 of the body of the Agreement.

Required Exhibits attached to this Agreement:

X	**Exhibit A**	**HIPAA Business Associate Agreement**
X	**Exhibit B**	**Participant Agreement/Pricing**
X	**Exhibit C**	**Data Contributed to SacValley MedShare by Participant/ Data Provided to Participant**
X	**Exhibit D**	**System Requirements**
X	**Exhibit E**	**Security Requirements**
X	**Exhibit F**	**Support Services**
X	**Exhibit G**	**Safeguarding Patient Data**
	Exhibit H	**Vendor Schedule C**

SACVALLEY MEDSHARE	Participant: **County of Colusa | Colusa County**
Name: John Helvey	Name: Gary J. Evans
By:	By:
Title: CEO, SacValley MedShare	Title: Board Chair
	ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors
	_____
	Tiffany Jorgensen, Deputy

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

SACVALLEY MEDSHARE

SACVALLEY MEDSHARE HEALTH INFORMATION EXCHANGE
GENERAL PARTICIPATION AGREEMENT
EXHIBIT C: DATA CONTRIBUTED TO SACVALLEY MEDSHARE BY PARTICIPANT/ DATA PROVIDED FROM THE EXCHANGE TO THE PARTICIPANT

Exhibit C:
Data Contributed to Exchange by Participant

- [X] **Health Level 7 Data Feed**
  - [ ] **Laboratory Results & Reports (Only in the case of a Public Health Lab Integration)** *Additional Interface Fee will apply*
  - [ ] **Radiology Reports**
  - [X] **Admit, Discharge, and Transfer; including allergies, diagnosis, and procedures (abstracts)**
  - [ ] **Immunization Feed**
- [X] **FULL EXCHANGE VIA XDS.b**
- [ ] **Direct Messaging Only**
- [X] **OTHER:** FHIR Query and Retrieve Interface (required for BHQIP) - TBD

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

Exhibit D:

System Requirements

- A terrestrial persistent connection with an upload speed of at least 256 kilobits per second and a download speed of at least one megabit per second.
- Web Services with the ability to properly connect.

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Exhibit E:

Security Requirements

- Each server that connects to the Exchange will comply with SACVALLEY MEDSHARE's authentication, encryption, and authentication requirements set forth in this Exhibit E.
- Participants accessing the Exchange via other than SVMS portal will implement authentication of each Authorized User at the point of access and will implement password policies based on prevailing industry standards and SVMS Policies and Procedures.
- Participant will limit access to the Hosted System to Authorized Users based on a Permitted Use of the Exchange and according to role-based access principles as described in the Policies and Procedures. Participant will impose appropriate sanctions for members of its workforce that violate applicable security specifications, policies or procedures or make improper use of the Exchange, including revocation of an Authorized User's authorization to access the Exchange as may be appropriate under the circumstances. Participant acknowledges that SACVALLEY MEDSHARE with prior notice to the Participant may terminate the access of any Authorized User at any time in its discretion if any Authorized User is in violation of the Policies and Procedures.
- Participant will review and update its list of Authorized Users as required under the Policies and Procedures.
- Participant will implement firewalls and intrusion detection software into Participant's own systems per industry standards.
- Participant will implement other safeguards to protect Participant's own servers based on information security best practices.
- Participant will perform periodic review of audit logs for both operational monitoring and system security as required by the Participation Requirements and the Policies and Procedures.

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Exhibit F:

Support Services

Support is available for password reset, training and other support issues.

- Self Help
  https://login.sacvalleymedshare.org and click “forgot your password”
- SVMS support is available via phone or email during regular business hours of:
  08:00 AM to 17:00 (5:00 PM), Pacific Time, Monday - Friday.
  530-258-2544
  support@sacvalleyms.org
- ICA technical support
  24x7x365
  877-442-2247

SERVICE LEVELS:

SACVALLEY MEDSHARE, through its licensor, shall provide the services under this Agreement in accordance with the Service Levels set out below ("**Support Services**"). There shall be no additional charge to Participant for Support Services.

a. Priority One Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work on the resolution of Priority One Issues (as defined in Exhibit H) immediately during normal business hours and within thirty (30) minutes during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter.

b. Priority Two Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work on Priority Two Issues (as defined in Exhibit H) within two (2) hours during normal business hours and within four (4) hours during non-normal business hours of Participant's notification to SACVALLEY MEDSHARE and use commercially reasonable efforts to resolve such issues as promptly as practicable thereafter.

c. Other Issues: SACVALLEY MEDSHARE shall, through its licensor, begin work all other support issues within two (2) business days from receipt of a service request on and use commercially reasonable efforts to resolve the issue as promptly as practicable thereafter.

d. Availability: SACVALLEY MEDSHARE shall, through its licensor, make the Software available, as measured over the course of each calendar month, 99.5% of the time, excluding unavailability as a result of the "Exceptions" described in Exhibit H (the "Availability Percentage").

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

Exhibit G:

Safeguarding Patient Data

SACVALLEY MEDSHARE will, and Will Cause ICA (and any other contractor that stores or processes Patient Data on behalf of SACVALLEY MEDSHARE) to, comply with the requirements set forth below, and, to the extent SACVALLEY MEDSHARE stores or processes Patient Data, SACVALLEY MEDSHARE shall also comply with such requirements. SACVALLEY MEDSHARE, ICA, and each other entity contracted by SACVALLEY MEDSHARE that stores or processes Patient Data is referred to in this Exhibit as a "**Processor**".

1. Processor shall store Patient Data on secure computers located in a physically secure data center. Processor shall establish, maintain, and comply with environmental, safety and facility procedures, data security practices and other safeguards against the destruction, loss, alteration, or unauthorized access or disclosure of Patient Data in the possession of Processor that are: (a) in conformance with the requirements set forth in the Agreement; (b) in conformance with, and sufficient for Participant to meet, applicable Laws, and security best practices outlined in National Institutes of Technology ("NIST") and International Standards Organization ("ISO") standards; and (c) no less rigorous than those maintained by Processor for its own information of a similar nature or for any of Processor's other customers.
2. Without limiting the foregoing: (a) Processor shall employ technology that is at least consistent with industry standards for firewalls and other security technology to help prevent Processor computers and systems from being accessed by unauthorized persons; (b) Processor shall use the HTTPS standard for all data transmissions, and shall ensure that all Patient Data is encrypted while in transmission between Processor's data center and Participant's computer system or other device (as applicable) and at rest, using 128 bit SSL or greater encryption; (c) Processor shall provide and maintain the ability to transfer files via secure FTP, encrypted email, or HTTPS; and (d) Processor shall provide and maintain encrypted passwords for access to Processor systems.
3. Processor shall perform commercially reasonable monitoring of the Services and all Processor equipment and software for health and performance.
4. Processor shall develop and maintain procedures for the reconstruction of lost Patient Data, and Processor shall correct, at Participant's request, any loss or unauthorized or inappropriate destruction or alteration of any Patient Data caused by the act or omission of Processor or any Processor Related Party.
5. Processor shall ensure that no Patient Data will be cached or stored on any Authorized User's workstation, computer, or other device, except to the extent that, and only to the extent that, an Authorized User affirmatively and intentionally saves such Patient Data to such workstation, computer, or device.
6. Processor will perform daily an incremental backup of all Patient Data. Processor will perform a full backup (complete data copy) of all Patient Data at least once per week in accordance with industry standards.
7. Processor shall ensure that the System and Services will only be provided by Processor Related Parties residing within the United States of America. Processor shall ensure that any information learned by it as a result of entering into any Participation Agreement, including any Patient Data, will never leave the jurisdiction of the United States of America and will never be accessed by anyone other than a previously authenticated user temporarily travelling outside the United States of America. Any modification to the foregoing limitation will require the express written consent signed in ink by Participant's President, Chief Operating Officer or Chief Information Officer.
8. SACVALLEY MEDSHARE represents, warrants, and covenants that no social security number, driver's license or other government ID number, or credit card number is required to be provided in order for SACVALLEY MEDSHARE to perform its obligations under the Agreement and that SACVALLEY MEDSHARE shall not request any such data.
9. **Audit Logging.** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log each access to Patient Data by any person, through any portion of the system, and will provide Participant the capability to readily create reports showing the following with respect to each such access:
    - Date/time of record access
    - Unique username of accessing person
    - Name of accessing person
    - Specific data elements/fields accessed:
        - All types
        - Allergy History
        - Care Exchange Transaction Log
        - Clinical History
        - Clinical Results
        - Community Search

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

- Demographics
- Document deletion
- Document Restoration
- Extended Search
- External Document
- Fast Labs
- Flowsheet
- Immunizations
- Lab Category
- Lab Graph
- Logged in
- Logged out
- Medications
- Messaging
- Moved Document
- Moved visit
- Patient Access Report
- Patient chart
- Patient chart Search
- Patient List
- Patient Merge Report
- Patient Opt Out Report
- Patient Registration
- Patient Summary
- Procedures/Diagnoses
- Secured document
- Secured patient
- Secured visit
- Security Override
- Sharing status change
- Visit Document
- Visit History
- Visit Summary

- Duration of access
- For each data element/field, what was accessed by accessing person
- For each data element/field, description of action taken (whether information was accessed or printed, etc.)
- For each data element/field, the purpose of the access (treatment, payment, operations, etc.)
- Patient name
- Patient Medical Record Number
- Patient DOB (if included in the report)
- IP address used to access the record
- Record of any printing activity

In addition, the Participant and its Authorized Users shall have easy access at all times to all of the foregoing routine audit reports/logs and related information and SACVALLEY MEDSHARE shall, at any time upon Participant's request promptly will make available and/or will cause ICA to make available without delay to the Participant personnel access to all of the foregoing custom audit reports/ logs and related information pertaining to access to or use of Patient Data.

10. **Audit Logging: Access to Processor's Data through Participant Electronic Medical Record (EMR).** SACVALLEY MEDSHARE represents and warrants that the System and Services shall automatically record and log access to Patient Data by any person, when accessed through the Participant's EMR, and will provide Participant the capability to readily create reports showing the following with respect to each such access:

- Date/time of record access
- Unique username of accessing person
- Name of accessing person
- Duration of Access

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

11. **Media Disposal.** As part of the Services provided under the Agreement, unless otherwise instructed by Participant in writing, SACVALLEY MEDSHARE shall dispose of all electronic media that stores information using shredding or other secure means in accordance with 74 Fed. Reg. 19006 (2009) of physical destruction any device that stores information on media, whether that media be hard disk, random access memory or other forms of memory. Upon Participant's reasonable request, SACVALLEY MEDSHARE will promptly provide Participant with a written report of all electronic media used in the provision of Services to Participant which has been disposed of in the previous twelve (12) months. Such reports will identify the media disposed of including serial number of the unit and media, if a serial number is available, the method of destruction, and the date the media were disposed of.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

Exhibit H:

ICA Schedule C

Schedule C
Software Services

The purpose of this Software Services Schedule is to describe Software Services and Support Services to be provided by Licensor to Licensee in accordance with and subject to the terms and conditions of the Agreement and all the Participants participating agreements.

1. **SERVICE LEVELS:** Licensor will use commercially reasonable efforts to provide the Services in all material respects in accordance with the Service Levels set out below ("Support Services"). There shall be no additional charge to Licensee for the Support Services. Licensor shall provide twenty-four (24) hour access to the online support application and standard staffed support during normal business hours (7:00 a.m. – 6:00 p.m. Central Standard Time, Monday through Friday, excluding scheduled holidays).

   a. **Priority One Issues:** Licensor shall begin work on the resolution of Priority One Issues (as defined below) immediately during normal business hours and within thirty (30) minutes during non-normal business hours of Licensee's notification to Licensor and use commercially reasonable efforts to resolve such issues thereafter. "Priority One Issue" means an incident that causes a complete loss of the Software System to Licensee's production environment such that work cannot reasonably continue and no workarounds to provide material functionality of the Software System required under this Agreement are possible or cannot be implemented in time to minimize the impact on Licensee's business.

   b. **Priority Two Issues:** Licensor shall begin work on Priority Two Issues (as defined below) within two (2) hours during normal business hours and within four (4) hours during non-normal business hours of Licensee's notification to Licensor and use commercially reasonable efforts to resolve such issues thereafter. "Priority Two Issue" means an incident that results in a significant loss of the Software System such that processing can proceed in a restricted fashion but performance is significantly reduced and/or operation of the Software System or any portion thereof is considered severely limited and no workaround to provide the affected functionality is possible or cannot be implemented in time to minimize the impact on the Licensee's business.

   c. **Other Issues:** Licensor shall begin work all other support issues within two (2) business days from receipt of a service request on and use commercially reasonable efforts to resolve the issue thereafter.

   d. **Availability:** Licensor will make the Software System available, as measured over the course of each calendar month, 99.5% of the time, excluding unavailability as a result of the "Exceptions" described below (the "Availability Percentage"). "Available" means the Software System are available for access and use by Licensee over the Internet and operating in material accordance with the requirements of this Agreement associated specifications. For purposes of calculating the Availability Percentage, the following are "Exceptions" to Downtime, and the Software System shall not be considered unavailable if any such inaccessibility is solely due to: (i) Licensee's acts or omissions; (ii) Licensee's own Internet connectivity; (iii) Internet traffic problems not under Licensor's control; (iv) any hardware, software, service, or other equipment used by an individual user to access the Software System; (v) failure of services provided by the Licensee, or a third party under contract to Licensee for provision of such services, that are incorporated into the Software System, if any, due to no fault of Licensor; (vi) to the extent that Licensee's material failure to meet the terms and conditions of this Agreement causes the Downtime; or (vii) scheduled maintenance.

Attachment: Participation Agreement_Colusa County (10102 : Approve general participation agreement with SacValley MedShare)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify first modification to contract with G&S Carpet Mills for flooring procurement and installation, effective September 24, 2024.

Ratify first modification to contract with **G&S Carpet Mills** for flooring procurement and installation, effective September 24, 2024.

Detailed Description/Background of request

Ratify first modification to C24-090 with G&S Carpet Mills for flooring procurement and installation, effective September 24, 2024.

Due to unforeseen circumstances on the first day of installment, the flooring project at the Department of Health and Human Services had to be placed on pause. This caused a full day of labor and trip charges to be lost resulting in an increase in the contract price and an extension of the term.

This first modification is to extend the term and increase compensation. The term is extended until October 3rd, 2024 and the total compensation increased to $71,255.15.

The charge related to the unforeseen asbestos discovery was 64 hours for a trip charge and 32 hours of labor totaling 96 hours. Additionally, this resulted in a credit of 40 hours of labor associated with the removal of the existing flooring. With all of this considered, the additional increase to the contract price was $8,720.04.

Due to the immediate need for this work to be completed, the Purchasing Agent signed the modification and now staff is requesting that it be ratified.

Prior Board Action

C24-090

Fiscal Impact/Funding Source

No impact to the General Fund. Project is budgeted and funded by DHHS (005-59452-810-0).

Action for the Clerk

Please number contract and file in Laserfiche.

ATTACHMENTS:

- 1st Mod_GS Carpet Mills (PDF)
- C24-090 G&S Carpet Mills (PDF)

C24-

First Modification Procurement and Installation of LVT

This First Modification of the Procurement and Installation of LVT contract ("Contract") is between County of Colusa ("County") and G & S Carpet Mills ("Contractor") a California Corporation.

Background

On June 18, 2024, the parties executed Contract C24-090 for the Contractor to provide County with procurement and installation of LVT flooring.

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

Modification

The parties agree to modify the Contract effective September 25, 2024, as follows:

1. Section 2, Term is deleted and replaced with "All work under this contract shall be completed no later than October 3rd, 2024.
2. Section 3, Compensation is modified by increasing the not to exceed amount to $71,255.15.

COUNTY OF COLUSA

Wendy G Tyler Date: 9/25/24

Wendy G. Tyler, CAO

APPROVED AS TO FORM

Richard Stout, County Counsel

G&S CARPET MILLS

Raheleh Gorginfar Date: 9/30/2024

Signature

Raheleh Gorginfar - Corporate Secretary

Printed Name and Title

Attachment: 1st Mod_GS Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

Procurement and Installation of LVT

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and G & S Carpet Mills ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to install Luxury Vinyl Tile (LVT) located at 251 E. Webster Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than September 26, 2024. Once work is commenced, it must be completed within 14 calendar days.

3. **Compensation:** County will pay Contractor compensation not to exceed $62,535.11 as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

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

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

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

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

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

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

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

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

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

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

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

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

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

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	G&S Carpet Mills 3705 Pomona Blvd. Pomona, Ca, 91768

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

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

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

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

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

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

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

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

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

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S

C24-090

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

A. Attachment "A" Scope of Work
B. Attachment "B" RFB

COUNTY OF COLUSA

Gary J. Evans Date 10/10/24
Gary J. Evans, Board Chair

G&S CARPET MILLS

Ali Gorginfar Date 7/17/2024
Signature

Ali Gorginfar, President.
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By
Tiffany Jorgensen, Deputy

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

C24-090

Attachment A

Scope of Work
Health and Human Services Flooring
251 E. Webster St., Colusa, CA 95932

The County of Colusa is seeking a flooring contractor (C-15 license) to install approximately 3,950 square feet of flooring with rubber base at the Health and Human Services building located at 251 E. Webster Street, Colusa, Ca.

1. Contractor will be responsible for procuring and installing new glue down LVT in specified areas throughout the building.

2. Contractor will be responsible for the removal of existing flooring and prep of all sub floor areas that will be receiving new flooring, and disposing of old materials.

3. Contractor will provide and install Interface LVT, Level Set Collection, Natural Woodgrains, A00207 Washed Wheat with sound choice backing.

4. Contractor will remove all existing rubber base and install new rubber base molding throughout the building where all new flooring is installed. Color will be determined prior to start date.

5. Contractor will move furniture in office areas (excluding cubicles) to provide access to install the flooring. Staging areas can be designated in advance for furniture during installation. County will be responsible for having the cubicles removed and re-installed.

6. A mandatory job walk prior to the start of job is necessary to establish a schedule of the areas and timeline for department staff to plan accordingly. Prior to the start of the project, employees will be directed to remove all personal items.

7. Contractor must be vigilant to maintain a safe and clean work area. The facility will maintain normal business hours.
8. Contractor will coordinate with the painting contractor to ensure the phases of the project are completed efficiently.
9. Upon completion, there will be a job walk. Any issues will be noted and addressed prior to final approval and issue of a job completion form.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)



Liberty Mutual Surety
Attention: LMS Claims
PO Box 34526
Seattle, WA 98124
Phone: (206) 473-6210
Fax: (866) 548-6873
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

PAYMENT BOND

Bond Number: **024275204**

KNOW ALL MEN BY THESE PRESENTS, that we G & S Carpet Mills, Inc , as principal (the "Principal"), and The Ohio Casualty Insurance Company , a Boston Massachusetts insurance company, as surety (the "Surety"), are held and firmly bound unto Colusa County , as obligee (the "Obligee"), in the penal sum of Sixty-two Thousand Five Hundred Thirty-five Dollars And Eleven Cents Dollars ($62,535.11), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the July 1, 2024 , entered into a contract (the "Contract") with the Obligee for LVT installation.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

   (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.

   (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligee's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 16th day of July, 2024.

WITNESS / ATTEST

G & S Carpet Mills, Inc
(Principal)

By: _____ (Seal)
Name: Ali Gorgintas
Title: President.

The Ohio Casualty Insurance Company
(Surety)

By: _____
Attorney-in-Fact
Brandon Pedevillano

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On 7/16/2024 before me, Maria Paredes Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brandon Pedevillano
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Maria Paredes
Notary Public - California
Los Angeles County
Commission #2355245
My Comm.Expires: Apr 22, 2025

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment + Bond Document Date: 7.16.24

Number of Pages: 2 Signer(s) Other Than Named Above: Ø

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203336- 985747**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandon R. Pedevillano

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

A0950-94-51

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2024

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 Becky Huddle Insurance Agency 729 Sunrise Ave Ste 504 Roseville CA 95661	CONTACT NAME:	
	PHONE (A/C, No, Ext): 916-789-7500	FAX (A/C, No): 916-789-2545
	E-MAIL ADDRESS: staff.rhuddle@farmersagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mid-Century Insurance Company	21687
INSURED G & S CARPET MILLS INC 3205 Pomona Blvd Pomona, CA 91768-3233	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☑	☑	607197128	4/1/2024	4/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☑ ANY AUTO ☑ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	☑	☑	607197128	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☑	☑	607197140	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☑	A09509451	5/11/2024	5/11/2025	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		☐	☐					

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

30-DAY NOTICE WILL BE ISSUED IN THE EVENT OF CANCELATION

RE: ALL Operations
Colusa County, its elected officials, officers, employees, agents and volunteers as additional insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract.
See attached endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rebecca Huddle

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Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 607197128

J7239
1st Edition

FARMERS INSURANCE

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
APARTMENTOWNERS LIABILITY COVERAGE FORM
CONDOMINIUM LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Colusa County, its elected officials, officers, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to Paragraph C. Who Is An Insured of the applicable Coverage Form:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S

And Medical Expenses Limits Of Insurance of the applicable Coverage Form:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARMERS INSURANCE

E3306
1st Edition

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

4/1/2024
Effective Date

607197128
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

Colusa County, its elected officials, officers, employees, agents and volunteers

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. Transfer Of Rights Of Recovery Against Others To Us in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARMERS INSURANCE

J7100 2nd Edition

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the:

BUSINESSOWNERS POLICY

SCHEDULE

Name of Additional Insured Persons(s) or Organization(s):
Colusa County, its elected officials, officers, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **H. Other Insurance** of the **Businessowners Common Policy Conditions** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured shown in the Schedule, provided that:

1. The additional insured shown in the Schedule is a Named Insured under such other insurance;
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured; and
3. The additional insured shown in this Schedule is also an Additional Insured on this policy.

The coverage provided under this endorsement is subject to the terms and conditions of the applicable, underlying Additional Insured endorsement.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

POLICY NUMBER: 607197128 COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/1/2024	Countersigned By:
Named Insured: G & S CARPET MILLS INC	(Authorized Representativ

SCHEDULE

Name of Person(s) or Organization(s): Colusa County, its elected officials, officers, employees, agents and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARMERS INSURANCE

E3153
1st Edition

CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/1/2024	Countersigned By:
Named Insured: G & S CARPET MILLS INC	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Colusa County, its elected officials, officers, employees, agents and volunteers	
Additional Premium	**$**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Conditions does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 31 (Ed. 6-20)**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 3.0 % of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of $250 .

All written contracts in the state(s) of:

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/11/24 Policy No. A0950-94-51 Endorsement No.

Insured G & S CARPET MILLS, INC.

3205 POMONA BLVD

POMONA CA 917683233

Insurance Company MID-CENTURY INSURANCE COMPANY

Countersigned By _____

WC 99 06 31
(Ed. 6-20)
Includes copyright material of the Workers Compensation Insurance Rating Bureau of California. All rights reserved.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

Attachment B

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
DHHS Flooring

Mandatory Walk-Thru: May 13, 2024 @ 10:00 a.m.

Due Date: May 20, 2024 @ 4:00 p.m.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the procurement and installation of flooring located at the Heath and Human Services building, 251 E. Webster Street, Colusa, CA as more specifically detailed in the Scope of Work with in this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage. There is a **mandatory** walk thru at the site on May 13, 2024 at 10:00 a.m.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Procurement and installation of Luxury Vinyl Tile (LVT), as more specifically detailed on the Scope of Work below.

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed within one hundred (100) calendar days measured from the date of Board of Supervisors approval of the contract. Once work is commenced, it must be completed within 14 calendar days.

7. Time and Place of Submission of Bids:

A. Time: Two (2) bids shall be submitted on or before **May 20, 2024** no later than 4:00 p.m. at which time they will be opened and read aloud by the County.

B. Place: All Bids shall be delivered to:

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

C. Please include two (2) copies of bid document in a sealed envelope clearly marked:
"DHHS Flooring"

D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

F. All bids (exceeding $25,000.) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. May 15, 2024:

https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

Any addenda issued shall be included in the bid proposal.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. The County reserves the right to reject any and all bids.

P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusa.org.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

Scope of Work
Health and Human Services Flooring
251 E. Webster St., Colusa, CA 95932

The County of Colusa is seeking a flooring contractor (C-15 license) to install approximately 3,950 square feet of flooring with rubber base at the Health and Human Services building located at 251 E. Webster Street, Colusa, Ca.

1. Contractor will be responsible for procuring and installing new glue down LVT in specified areas throughout the building.

2. Contractor will be responsible for the removal of existing flooring and prep of all sub floor areas that will be receiving new flooring, and disposing of old materials.

3. Contractor will provide and install Interface LVT, Level Set Collection, Natural Woodgrains, A00207 Washed Wheat with sound choice backing.

4. Contractor will remove all existing rubber base and install new rubber base molding throughout the building where all new flooring is installed. Color will be determined prior to start date.

5. Contractor will move furniture in office areas (excluding cubicles) to provide access to install the flooring. Staging areas can be designated in advance for furniture during installation. County will be responsible for having the cubicles removed and re-installed.

6. A mandatory job walk prior to the start of job is necessary to establish a schedule of the areas and timeline for department staff to plan accordingly. Prior to the start of the project, employees will be directed to remove all personal items.

7. Contractor must be vigilant to maintain a safe and clean work area. The facility will maintain normal business hours.

8. Contractor will coordinate with the painting contractor to ensure the phases of the project are completed efficiently.

9. Upon completion, there will be a job walk. Any issues will be noted and addressed prior to final approval and issue of a job completion form.

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BID WORKSHEET
DHHS Flooring

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____PHONE_____

DIR #_____Expires_____Contractor License #_____

ITEM	PRODUCT	PRICE
1	Materials	$
2	Disposal Fees	$
3	Misc. (Please Specify)	$
		$
	CA SALES TAX .875% ON APPLICABLE ITEMS	$
	SUBTOTAL	$
	LABOR	$
	GRAND TOTAL	$

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

VENDOR

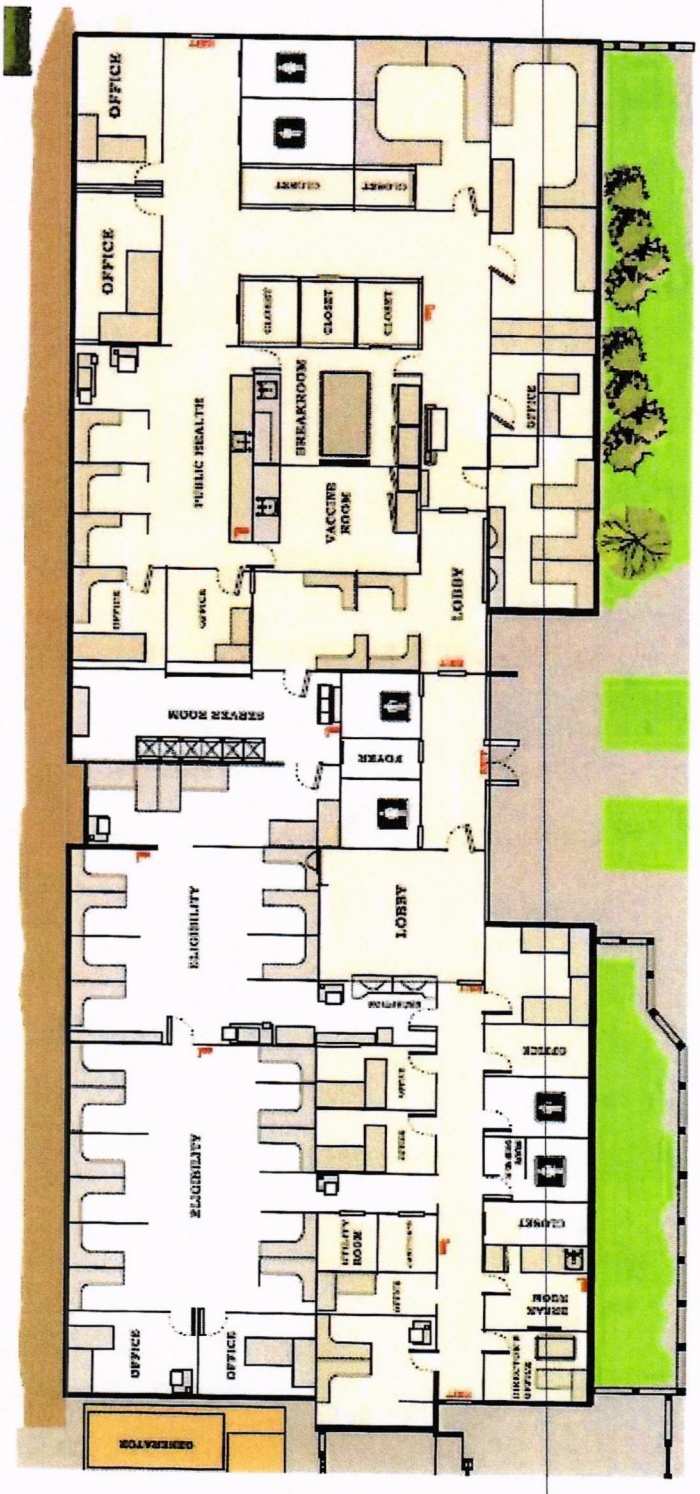
_____ _____

Signature Name (Printed or Typed)

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

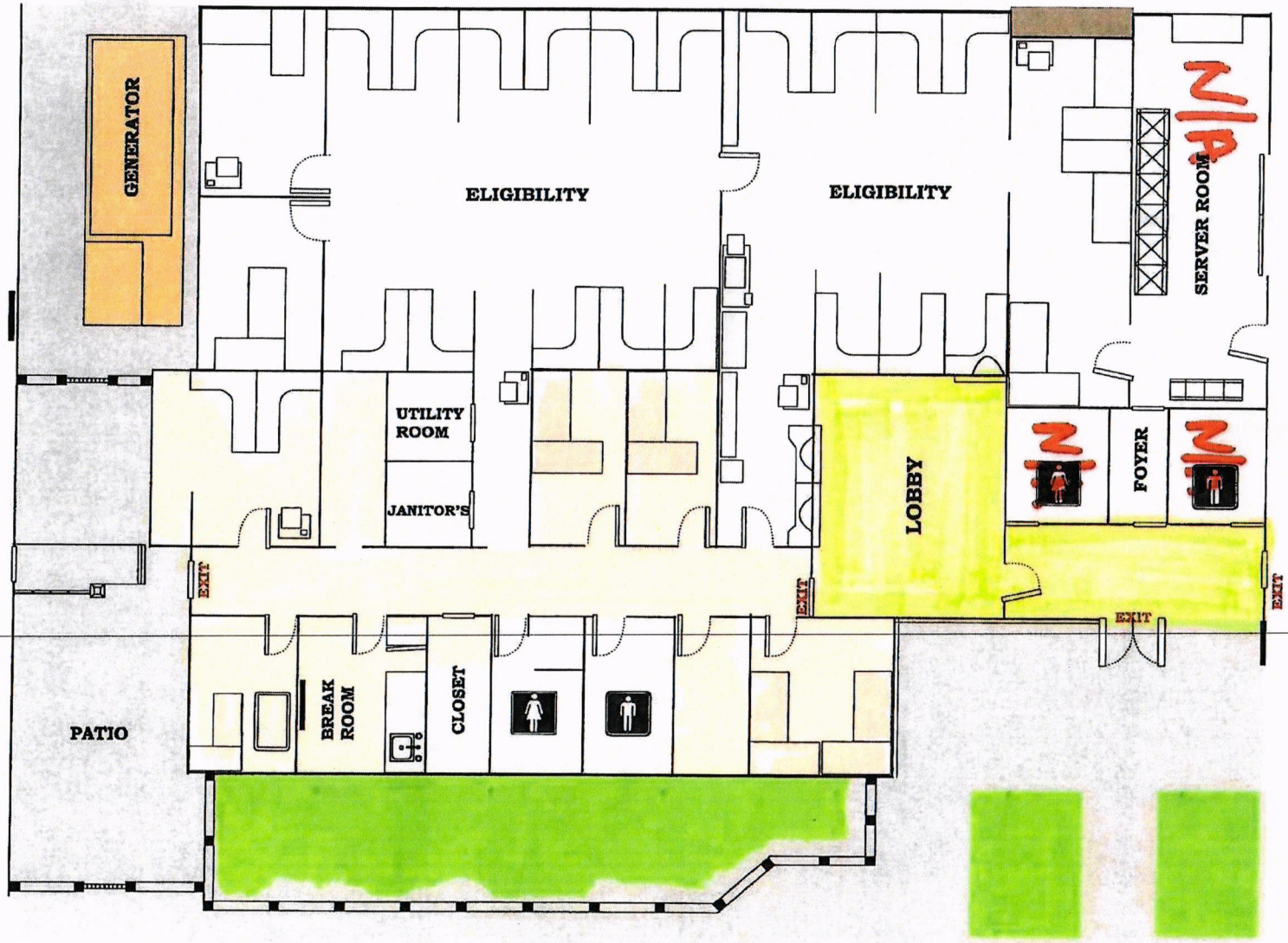
This bid is made this _____day of_____, 2024.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)



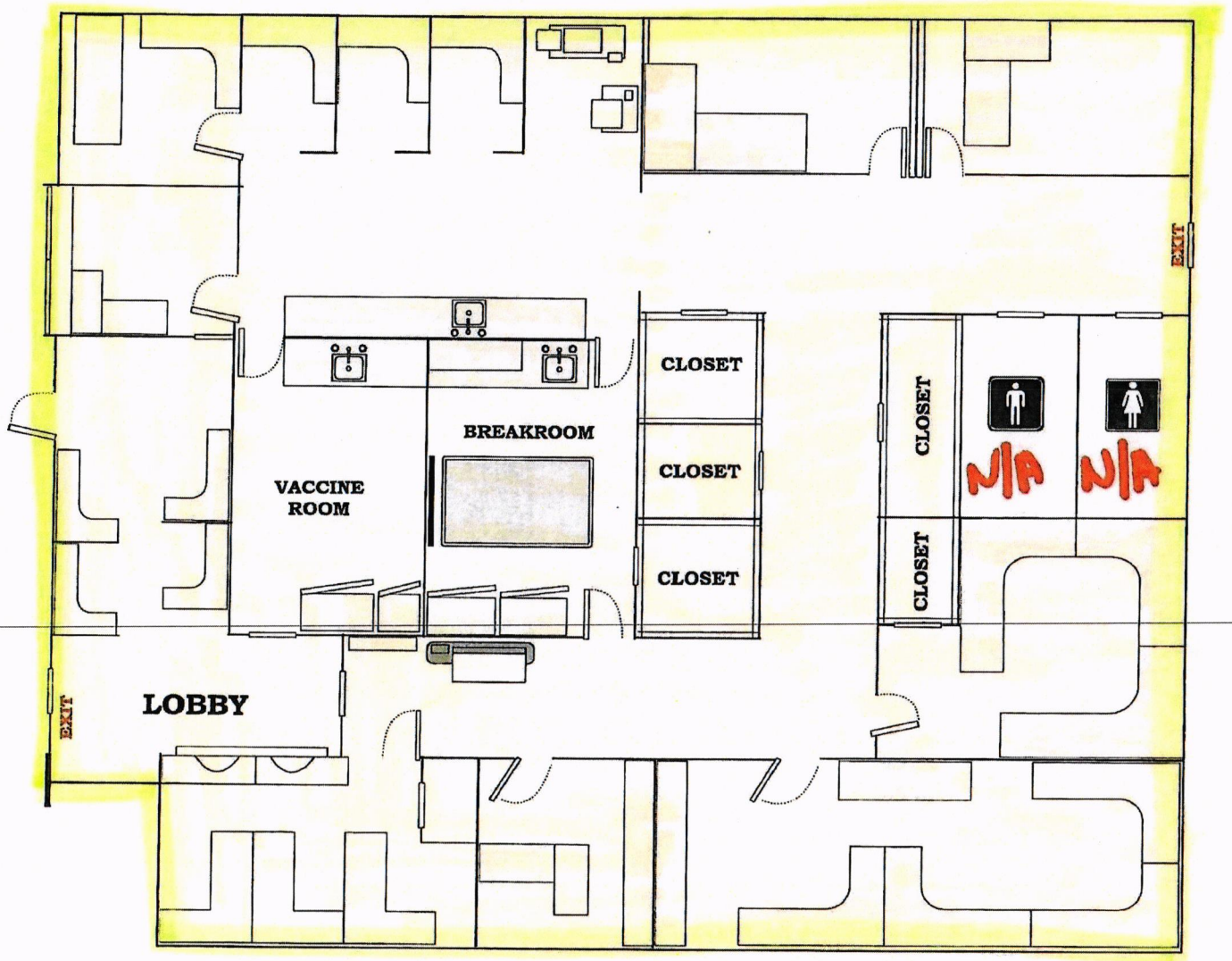
Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

HUMAN SERVICES
FLOOR PLAN



Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

PUBLIC HEALTH
FLOOR PLAN



Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

C____-_____

Procurement and Installation of LVT

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a _____ (e.g. independent contractor, attorney, California Corporation, California Limited Liability Corporation, California Limited Liability Partnership, etc…). This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to install Luxury Vinyl Tile (LVT) located at 251 E. Webster Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than [insert date 100 days from date of BOS approval of agreement]. Once work is commenced, it must be completed within 14 calendar days.

3. **Compensation:** County will pay Contractor compensation not to exceed _____, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. 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.

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

C____-_____

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

Contract;

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

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

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

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

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

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

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

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

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

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

12. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

14. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

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

If to County:

If to Contractor:

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

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

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

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

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

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

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

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

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

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

C____-_____

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

A. Attachment "A" Scope of Work
B. Attachment "B" RFB

COUNTY OF COLUSA

_____Date_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date_____
Signature

_____
Printed Name and Title

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

By _____
Ann Nordyke, Deputy

Attachment: C24-090 G&S Carpet Mills (10103 : Approve 1st Modification with G&S Carpet Mills)

COUNTY OF COLUSA, CA **2.6**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Anastacia Allen**
SUBJECT:	**Approve Agreement (No. 23-0729-004-SF) with California Department of Food and Agriculture (CDFA), for the European Grapevine Moth (EGVM) Program, effective July 1, 2024.**

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

Detailed Description/Background of request

The agreement with the California Department of Food and Agriculture (CDFA) provides for the County to assist in the detection and trapping of the European Grapevine Moth (EGVM). The County will set, service and report on all traps placed within the county. The County will service EGVM traps every two weeks and keep accurate records according to the Integrated Trapping Guidelines and the EGVM Trapping Guidelines. The County will also keep detailed maps using GPS and complete and submit monthly trapping reports to CDFA.

This contract was received by our office via email on 10/2/24.

Prior Board Action

Approval of previous years' Contract

Fiscal Impact/Funding Source

This is a budgeted revenue item and the County could receive payment in the amount of $8,185.00 for services performed within this contract.

Action for the Clerk

Obtain signatures on one copy of the signature page and mail with Exhibit A to; or email to lauren.boulanger@cdfa.ca.gov.

Lauren Boulanger
Grants Analyst
California Department of Food and Agriculture

Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95832.

Return a fully executed copy of agreement to Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 24 25 EGVM (PDF)

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

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
23-0729-004-SF

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

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

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2024 through December 31, 2024

3. The maximum amount of this Agreement is: $8,185.00

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

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

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Gary J. Evans, Chair

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

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EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C363
Federal Award Date:	July 17, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$2,480,394.00
Effective Dates for CDFA:	January 1, 2024 through December 31, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Recipient will perform European Grapevine Moth trapping to prevent the introduction and spread of the injurious insect that could threaten the economic important of grapes in California.

Project Title: European Grapevine Moth Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-202-0879	Phone:	530-458-0580
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	ccag@countyofcolusaca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Moosa Anwer	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Blvd, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-539-8300	Phone:	530-458-0580
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:	rjennings@countyofcolusaca.gov

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

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

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

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

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

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14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. Equipment

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

23. Closeout

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

24. Confidential and Public Records

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

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

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

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EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

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

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

3. Prompt Payment Clause

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

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4. Budget Contingency Clause

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

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EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

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6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

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SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY EUROPEAN GRAPEVINE MOTH DETECTION TRAPPING

Fiscal Year 2024-2025

Effective Agreement Period: July 1, 2024 through December 31, 2024

European Grapevine Moth Agreement Attachments Index:

1. Attachment A – Financial Plans
2. Attachment B – Trapping Guidelines
3. Attachment C – PEIR Management Practices and Mitigation Measures for Trapping
4. Attachment D – Tiering Strategy Checklist
5. Attachment E – Invoice Template

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

1. Provide the attachments for the Financial Plans, Trapping Guidelines, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, and Invoice templates following CDFA form instructions.

2. Provide all trapping materials, such as traps, lures and handouts.

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

4. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and the European Grapevine Moth (EGVM) Trapping Guidelines FY 2024-25 (EGVMTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the EGVMTG is provided along with this agreement.

5. Provide annual training programs for county trapping supervisors and trappers.

6. May provide quality control (QC) of the county trapping program via inspections and QC plants.

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

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II. The County Agricultural Commissioner shall:

1. Hire and/or train personnel.

2. Provide and maintain trapping vehicles.

3. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

4. Ensure that supervisors and trapping personnel attend training provided by the CDFA District Entomologist.

5. Ensure that all trapping activities conform to the current version of the ITG and to the EGVMTG.

    a. Ensure that a copy of the current versions of the ITG and the EGVMTG are kept in each trapper's vehicle for reference.
    b. Should there be a discrepancy between the ITG and the EGVMTG, the EGVMTG shall supersede the ITG.

6. Place and service the specified number of traps as indicated on the Financial Plan.

7. Ensure that EGVM traps are serviced every two weeks. Remove traps at the first servicing after August 31, 2024 or after July 31, 2024 if resources are limited.

8. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid. Links to the Map Books and GIS layers are at http://maps.cdfa.ca.gov/TrapBooks.

    a. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is needed to track a trap that moves between quints. For example, trap EV241-8-EG1 is in grid EV241, subgrid 8, trap type is European grapevine moth (EG), and it is designated as number “1” EG trap within that subgrid (applicable only if more than one trap of the same type is in a subgrid).

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b. Ensure that the unique trap number is placed properly on the outside of all traps, along with accurate placement, servicing, baiting, and rebaiting dates, and the trapper's initials for each activity.

9. Ensure that all sites trapped are either entered into CalTrap or GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps if they are relocated.

10. Ensure that all traps removed from the field are screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

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

12. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures, PEIR Management Practices (MP) and Mitigation Measures (MM) for Trapping, is available from the CDFA District Entomologist. A Tiering Checklist must be completed prior to conducting trapping activities. A Checklist template is provided along with this agreement, which is to be completed and submitted to the Pest Detection/Emergency Projects Branch County Contracts Coordinator (CCC) cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov When the agreement ends, the county signs and dates a copy of the Checklist and sends that copy to the CCC to signify that the PEIR requirements were implemented. A blank Checklist and detailed descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at https://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf.

13. Ensure that trap data is entered into the United States Department of Agriculture (USDA) Integrated Plant Health Information System (IPHIS) as detailed in the EGVMTG or CalTrap or alternatively the CDFA approved database.

14. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC

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inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.

15. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

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

17. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.

18. Allow CDFA detection personnel and/or USDA officers to perform quality control inspections on all EGVM trap lines with a 48-hour notice.

19. Allow CDFA detection personnel and/or USDA officers to accompany trappers and/or supervisors in the field on a 48-hour notice. This will be credited as field training for county personnel.

20. Provide vehicle accountability in the form of a log to include vehicle license plate number (or other identifying number), dates vehicle used on the EGVM project, daily mileage, and employee name.

21. Submit EGVM samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the EGVMTG for more information.

22. Complete a monthly Pest Detection Report 1 online, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicing's. Do not count trap relocations as "removed" and then "added." The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx.

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23. Submit invoices monthly by e-mail to the CCC.

    a. Submit monthly invoices no later than 30 days past the end of the month in which the invoiced activity occurred. The subject line of the email must contain the county name. Submit invoices to cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

    b. Ensure the corresponding Report 1 is submitted online prior to submitting the invoice. Reimbursement will not occur unless the trapping Report 1 is submitted online at https://secure.cdfa.ca.gov/egov/crs/login.aspx.

    c. Payment of the invoice is contingent upon compliance with the required information as listed in item 2.24.c.

    d. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

    e. Only authorized charges matching the Financial Plan will be reimbursed, for example hourly rates, overhead, supplies, vehicle mileage costs, etc. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

    f. The Invoice template provided with the county cooperative agreement must be used and must contain the following:

        i. County name
        ii. Remit to address
        iii. Date of submittal
        iv. Invoice number
        v. Agreement name
        vi. Agreement number
        vii. Billing period
        viii. If revised, include the date invoice was submitted
        ix. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report 1.
        x. Number of vehicles, ownership of the vehicle (such as county, state, or leased), allowable mileage rate for the vehicle.
        xi. Invoices must be named following the standard convention detailed below:

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County Name, last three # digits on your Agreement #, Month of Services, Year of Service, Program Activity (EGVM).

Example: Tulare001JUN24P

g. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.

h. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.

i. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of invoice.

j. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if agreement funds are depleted, as this can be useful information for future budget allocations.

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Attachment A

County Trapping Financial Plan
European Grapeveine Moth (EGVM)
FY 2024/2025
July 1, 2024 - December 31, 2024
Colusa County

Personnel Services

	# of Traps		Servicings/ Year/ Trap		Servings/ Year		Average Traps Serviced/Hour		Hours/ Year	Billable Hours
Detection Trapping	57	x	14.08	=	**803**	÷	9	=	**89.17**	**99**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*										**18**
									Total Hours:	**117**
									Subtotal Personnel Cost:	**$5,640.92**
									Overhead: 25%	**$1,410.23**
									Calendar Year 2024 Total Personnel Cost:	**$7,051.14**

Operating Expenses

Travel	**$0.00**
Printing	**$0.00**
Postage/Freight	**$0.00**
Miscellaneous Field Supplies	**$0.00**
Miscellaneous Office Supplies	**$0.00**
Contractual Costs *(if any) Vehicle lease*	**$1,500.00**
Total Operating Expense Cost:	**$1,500.00**

Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	1,350.0	0.670	**$904.50**
State Vehicles	0.0	0.0	0.285	**$0.00**
			Leased Vehicles Total Cost:	**$0.00**
			Total Mileage Cost:	**$904.50**

Calendar Year 2024 Total Cost:	**$9,456.00**
CDFA Reimbursement Amount:	**$8,185.00**

EGVM TRAPPING SEASON						
March	**April**	**May**	**June**	**July**	**August**	**September**

Weekly Servicings Biweekly servicings Monthly servicings (place or remove)

Due to the USDA not executing the calendar year 2024 European Grapevine Moth (EGVM) federal agreement until July 18, 2024, the California Department of Food and Agriculture (CDFA) was not able to fund the County Agricultural Commissioners, through county cooperative agreements running January 1, 2024 through June 30, 2024. The CDFA's FI$CAL accounting system can only encumber funds to reimburse counties for EGVM activities running July 1, 2024 through December 31, 2024. Therefore, counties will not receive their full EGVM funding requests for calendar year 2024. CDFA will not reimburse the counties for EGVM activities completed during January 1, 2024 through June 30, 2024 through these county cooperative agreements.

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Attachment A

County Trapping Personnel Cost Work Sheet
European Grapevine Moth (EGVM) Program
FY 2024/2025
July 1, 2024 - December 31, 2024
Colusa County

Personnel Costs					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Technician	$21.68	$24.49	$46.17	98.56	$4,550.52
			Detection Total:	**99**	**$4,550.52**
		Billable Detection Hours:		**99**	
Non-Detection Positions					
Assistant Agricultural Commissioner	$57.05	$38.17	$95.22	2.00	$190.44
Deputy Agricultural Commissioner	$43.90	$34.93	$78.83	4.00	$315.32
Accounting Techician	$28.90	$24.92	$53.82	4.00	$215.28
Agriculutral Technician	$21.68	$24.49	$46.17	8.00	$369.36
			Non-Detection Total:	**18**	**$1,090.40**
				2024 Total Personnel Cost:	**$5,640.92**

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EUROPEAN GRAPEVINE MOTH (EGVM) TRAPPING GUIDELINES

Fiscal Year 2024-25

1. Eligible Counties - Any county with commercial grape acreage that has previously been in the EGVM program.

2. General Trapping Instructions - Conduct trapping as per the Insect Trapping Guide (ITG), available at www.cdfa.ca.gov/go/ITG, and as outlined below. Should a conflict arise between the ITG and an item in these Guidelines, the Guidelines take precedence.

3. Trap - The trap consists of three parts: the red delta trap body (red is not attractive to honey bees), lure (rubber septum) and the trap hanger or zip tie.

4. Attractant - The attractant for EGVM is a male sex pheromone. This lure acts primarily as a male attractant. The lure does not contain any insecticide.

5. Trap Assembly and Numbering

   a. The county will receive unassembled traps which they will need to assemble. The lure will be placed inside the trap by the trapper.
   b. Write the trap number and date of deployment on the trap body prior to placing the trap.
   c. Trap numbers for EGVM will include the five-digit alpha-numeric grid number, subgrid designation, the identifying letters “EG.”, and trap number within the subgrid (if applicable). For example: EV241-8-EG1.
   d. To prevent contamination of other surfaces, avoid direct contact with the pheromone lure or the inside surface of the pouch.
   e. Open the lure pouch; squeeze the lure directly into the trap, securing it onto the stickum on the bottom of the trap or use forceps to place it. Discard the empty packet in a manner approved by the trapping office.
   f. Do not dispose of lures or lure packages in the field. All trapping materials are to be disposed of at the inspector’s field station.

6. Trapping Season

   a. Remove traps during the first servicing after August 31, 2024 or after July 31st, 2024 if resources are limited.

7. Hosts to be Trapped - Grapes.

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8. Density

   a. Place up to 25 traps per square mile (1 trap per 25.6 acres).
   b. In square miles with a mix of vineyards and non-vineyards, the number of traps deployed in the vineyards is prorated based on the equivalent density of commercial grape acreage in that square mile.
   c. Relative to 2020, lower-risk grids may be left untrapped or trapped at a reduced density at the Commissioner's discretion in consultation with the District Entomologist. Grids with or near grape processors, crush facilities, wineries, and vineyard management companies that handle or receive host material should continue to be trapped at 25 traps per square mile if possible.

9. Trapping Locations

   a. Place traps in commercial grape vineyards.
   b. Use a 5x5 subgrid overlay, placing up to one trap per subgrid.
   c. For vineyards where the shortest dimension of the vineyard (width or length) is more than 1066 feet (325 meters), place the traps within the vineyard in order to space them as uniform as possible within the square mile.
   d. Place at least one trap in all vineyards within 300 meters of any grape processing facilities, even if this results in more than one trap per subgrid.

10. Trap Placement

   a. Vineyards – Place traps at the end of the rows of the major vineyard throughways, preferably at canopy height. Hang them from the vine support wires using zip ties or support poles away from the branches of the vines (unobstructed). As the vine grows, move the trap up higher so that it is in proximity of the flowers and fruit. It is also acceptable to hang the trap from metal Japanese beetle poles or from the branches of the vines. Avoid hanging any trap from small branches or cordons to minimize trap loss due to harvest, maintenance, pruning, or vine growth.
   b. In rare cases, where access to a vineyard cannot be obtained but it is deemed necessary to trap that vineyard, proximity trapping may be used. That is, the trap may be placed on a non-host or other structure outside the vineyard, but it must be no more than 20 feet from a vine.
   c. Priority should be given to areas within 300 meters of grape processing facilities (e.g., wineries).
   d. Ensure traps are at least 20 meters (65 feet) from any other trap that contains a pheromone lure for a different moth target species.
   e. Place traps in open spaces, unobstructed by branches or leaves. Align traps so that they are parallel to the vine row.
   f. Open the ends of the trap. The openings must be free from obstructions; this will allow airflow and dispersal of the pheromone.

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g. GPS the site and enter the data onto the trap card, for entry into the USDA's Integrated Plant Health Information System (IPHIS) (see below).

11. Inspection Frequency - Service the traps every two weeks, unless directed otherwise. If pesticide treatments or other factors in the vineyard preclude servicing a trap, document the missed servicing in both the trap book and IPHIS.

12. Baiting Interval - Replace the lure every four weeks. Old lures can be left in the trap until the trap is replaced, if they are not unduly obstructing access to the sticky surface.

13. Trap Replacement

a. It is recommended that traps be replaced at eight weeks under normal conditions. However, traps should be replaced earlier if dust, plant debris, or an excessive number of trapped non-target insects reduces the ability of trap to capture EGVM or inhibits the ability to screen for suspect EGVM.
b. Zip ties used to hang the traps should be reused, if not damaged.

14. Relocation

a. Do not relocate traps unless access to the trap is impaired for more than one servicing.
b. As the vines grow, move traps to the upper third of the vine, as practical
c. Follow all pesticide regulations before entering a vineyard that has been treated.
d. If a trap is relocated, GPS the new site and enter the data into the IPHIS database.
e. When relocating, always use a new trap.

15. Data Entry: CalTrap or IPHIS

Trap data must be entered into the USDA Integrated Plant Health Information System (IPHIS) or into CalTrap. If possible, counties should use CalTrap.

Data Entry into CalTrap:

a. Use CalTrap to record EGVM survey data according to CalTrap guidelines. Information entered into CalTrap will be automatically shared with USDA.

Data Entry into IPHIS:

a. All sites trapped must be geocoded using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423314, –119.825056). If there are more than six digits, please truncate the figures (do not round up or down). The minimum information recorded in the global positioning system (GPS) unit is trap number, placement date, and degree decimal waypoint reading. New GPS points must be recorded if EGVM traps are relocated.

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b. New GPS values must be taken and recorded for 2024. Do not re-use the 2023 GPS coordinates even if the 2024 trap site is utilizing a previously used map and trap card.
c. All GPS points will be verified by the United States Department of Agriculture (USDA) prior to being entered into IPHIS. Following completion of trap placement, submit GPS points on an Excel spreadsheet (include county, trap number and GPS points) to William Yoder at William.E.Yoder@usda.gov.
d. Enter weekly trapping data reports into the United States Department of Agriculture (USDA) Integrated Plant Heath Information System (IPHIS). Weekly submission of data reports to IPHIS is required.

16. CalTrap and Maps - Counties must use maps or CalTrap. If counties use maps, these maps need to display the square mile grid and appropriate subgrids as determined by the California Department of Food and Agriculture (CDFA). If needed, maps or the geographic information system (GIS) layers will be provided. If the county has the ability to produce these, verify the accuracy with the CDFA before use.

17. Trap Double-Screening - All traps inspected and removed from the field shall be screened for EGVM suspects a second time at the trapping office by a supervisor or other qualified staff before disposal.

18. Submitting Specimens for Identification

a. The entire trap containing the suspect moth should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
b. The trapping supervisor should contact the District Entomologist when suspect moths are discovered. Send suspect specimens to Sacramento by the quickest means possible.
c. Submit the entire trap, leaving the suspect moth in the trap, for identification to the CDFA Plant Pest Diagnostics Laboratory, 3294 Meadowview Road, Sacramento. If the suspect moth is alive in the trap, place the trap in the freezer for at least one hour to kill the moth. Do not send live specimens!
d. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Report (e-PDR). The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons completing this form will need a username and a password.
e. Notify Jason Leathers (jason.leathers@cdfa.ca.gov) via email upon all submissions. Include the e-PDR number in this communication.

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PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.
- Do not leave injured or incapacitated persons until proper medical assistance

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arrives.

- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I

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landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.

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- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

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Attachment D - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	European grapevine moth traps (contain sex pheromone) hung in or near host plants during the prescribed season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	European grapevine moth trapping is conducted within the whole of xxxx County. Property types are various (residential, agricultural, mixed use, undeveloped) and have European grapevine moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect European grapevine moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.14

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

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

Attachment: 24 25 EGVM (10107 : 2024 EGVM)

Part C

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

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	12/31/2024

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

Attachment: 24 25 EGVM (10107 : 2024 EGVM)

COUNTY LETTERHEAD

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
European Grapevine Moth Program (EGVM)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

EGVM Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

Attachment: 24 25 EGVM (10107 : 2024 EGVM)

COUNTY OF COLUSA, CA **2.7**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**Public Works/Road Department**
FROM:	**Michael Azevedo**
SUBJECT:	**Authorize the Director of Public Works to issue encroachment permit to Miguel Crawford, Event Coordinator for Hopper Adventures, LLC for the closure of a section of Sutton Road for the Huffmaster Hopper Bicycle Race on February 22, 2025 from 9:00 a.m. to 5:00 p.m contingent upon receipt of current insurance coverage for said event.**

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

Detailed Description/Background of request

The current ordinance governing the issuance of encroachment permits for County Roads does not include provisions for special events. These types of requests are approved by the Board of Supervisors. The Department has received and reviewed the request and is recommending the board authorize the Director of Public works to issue the encroachment permit with standard permit conditions for the Huffmaster Hopper Bicycle Race. This is an annual event held within the County.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

ATTACHMENTS:

- Att01.Huffmaster 2025 Overview (PDF)
- Colusa County, its supervisors, agents, officers, attorneys, empl (PDF)
- Colusa-Hopper-Permit-App (PDF)

Encroachment Permit Application - Special Events

Submitted by: **Hopper Adventures, LLC**

Event: **Huffmaster Bicycle Ride**
Date: **February 22, 2025**

Event Overview: The Huffmaster Hopper is a group bicycle ride that raises funds for the nonprofit Adventure Therapy Foundation, which works to minimize the emotional side effects of cancer. The ride provides two route options for participants:

Option #1 "Huffaster": 90 miles with 4,886 feet ascent
Option #2 "Mini-Huffaster": 55 miles with 3,245 feet ascent

All riders will register at Maxwell High School, Colusa County starting at 7:30 am and waves of participants will be released to ride the route starting at 10:00. Participants have the option to ride either Option #1 or #2 with both routes finishing on Sutton Road slightly before Maxwell Sites Road. Fastest riders will finish in around four (4) hours while slowest riders will finish in approximately seven (7) hours. All riders will be off the course by no later than 3:30 pm.

Option #1 Longer Route "Huffmaster": Start **-** Maxwell High School - Turn right onto McDermott Road - Turn left onto W Glenn Rd - Turn right onto Co Rd D - Turn left onto Co Rd 60 - Turn right onto Rd B - Turn right onto Rd 59 - Rd 59 turns slightly left and becomes Rd BB - Turn left onto CA-162 W - Turn left onto Rd 302 - Turn left onto Rd 303 - Turn left to stay on Co Rd 303 - Rest Stop #1 - Turn left onto Co Rd 401 - Turn right onto Sites Lodoga Rd - Continue onto Leesville Lodoga Rd - Left onto Leesville Rd - Slight left onto Huffmaster Rd - Turn right onto Maxwell Sites Rd - Turn right onto Mills Orchard Rd - Turn left onto Finks Rd - Turn left onto Sutton Rd - Finish slightly before Maxwell Sites Rd - Roll back to parking

Option #2 Shorter Route "Mini-Huffmaster": Start **-** Maxwell High School - Turn right onto Sites Lodoga Rd. - Continue onto Leesville Lodoga Rd - Turn Left onto Leesville Rd - Rest Stop -Turn left onto Huffmaster Rd - Turn right onto Maxwell Sites Rd - Turn right onto Mills Orchard Rd - Turn left onto Finks Rd - Turn left onto Sutton Rd - Finish slightly before Maxwell Sites Rd - Roll back to parking

If weather/mud conditions render Huffmaster Road unrideable, then a "Plan B" route will be used. The Plan B route is identical to Option #1 "Longer Route," but changes at mile 68. At this

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

point, to avoid the dirt section over the Huffmaster Road, riders would continue on Leesville Road and and proceed back to Maxwell via: Continue on Leesville Road - Turn left onto King Road - Turn left onto Manor Road - Turn right onto Freshwater Road - Turn left onto Danley Road - Turn left onto Danley Lateral Road - Turn right onto Mills Orchard Rd - Turn right onto Finks Rd - Turn left onto Sutton Rd - End of route

Maps of both routes are attached indicating the location of rest stops.

# of Participants & Spectators: Max 400 total participants with approximately 75% of all participants riding Option #1, the longer route. Approximately ten individuals will be working at the event to staff the support stops and manage the finishing riders at the two finish areas. No spectators are anticipated along the route.

Duration of Event: Registration is from 6:30 until 8:30 am and then riders will be sent off starting at 9:00 am.The fastest riders will finish Option #1 in around four and half (4.5) hours while slowest riders will finish in approximately seven (7) hours. The time required to finish the shorter route will be less than the longer route. A “cut-off” time at 1:45 pm will be strictly enforced at the intersection of County Road 401 and Sites Lodoga Road to ensure that any riders reaching this spot are prevented from continuing along Option #1 route; riders not reaching this spot by the cut-off time will be sent back to the finish via Sites Lodoga Road.

Start/Finish/Parking/Staging: Registration will take place at Maxwell High School and participant parking will be provided both at the high school and at the parking lots off Oak Street. Small groups of riders will begin the course leaving from the high school and proceed onto the route. The finish will be on Sutton Rd shortly before Maxwell Sites Rd to avoid conflicts with vehicles. Upon crossing the finish, riders will roll back to their vehicles.

The California Highway Patrol (CHP) will be contracted to provide up to three officers to ensure safety at key intersections (Road BB onto CA-162 West and from CA-162 onto Road 302.

Rules Overview: The rules are clearly provided on the event website and in an email sent to all registered riders. The email will include a short video in which the event founder provides an overview of the route and the rules for all participants. The following rules are provided to all participants:

> DO NOT CROSS THE YELLOW LINE: Do not cross the yellow line. (Or the invisible middle of the road) Do not cross the yellow line. Do not cross the yellow line. Did you catch that? Do not cross the yellow line. At times early on the pace may slow and the group will swell, but that doesn’t give you license to cross that line. Stay in one lane. Oh, and

when there is NO yellow line…stay to the right! We have a permit to use the road but not break the law. All riders are required to ride within the rules of the road at all times.

DON'T RIDE OR PASS LIKE A MORON: The Grasshopper Adventure Series rides are designed to push riders to their limits. It would be easy to design a loop in our back yard that would be nearly un-doable. We have crafted just the right combination of folds and undulations on snippets of Sonoma County Certified Ribbon Roads to bring you to the edge but not shove you off. The day is about adventure and camaraderie; not a podium spot. If you are not sure of your fitness, ability or course my suggestions are: 1. Notch 'er down a couple. Remember smooth before fast. 2. Do your homework and be familiar with the course. 3. Make sure you have everything you need to get you home. (2 tubes, tire boots, CO2 AND a pump, food, H2O, warm clothes or rain cape for cold wet days, course map or GPS, space blanket and lucky (fake) rabbit's foot. 4. Make new friends but keep the old one silver and the other gold…locals know the rides.

Obey all traffic laws. The course is open. It is always best to pre-ride but we will have a route print out ahead of time and our super-cool Hopper laminates to help you out. There will be marshals helping you to stay on course but not at every intersection. They will not be directing or stopping traffic. Always expect cars around tight corners–they will be there. These roads are USED by locals and will be on the road.

Make sure you STAGE in the group that fits your fitness. Look around–is this the group of buddies who you usually hang with?

Course Markings: Riders must download the GPS route for use on their personal cycling computer. By providing these directions, we do not propose to heavily mark the route, but would like to use water soluble markings at a few key intersections. Course markings would consist of small arrows on the road (water based paint) and/or on short wooden stakes (no taller than 12") with arrows placed off the road. All markings would be removed after the last rider has passed.

Support Services & Course Cleaning: There will be a hydration/nutrition stop for ride Option #1 participants at mile 45.5 in a dirt pull off near the intersection of County Road 303 and County Road 401, and a second rest stop at mile 67.75 at the intersection of Leesville Road and Huffmaster Road. The shorter course Option #2 will have a rest stop at mile 42.2 at the intersection of Leesville Road and Huffmaster Road.

All rest stops will be staffed by 2-3 volunteers who will clean the area before departing. Rest stops will consist of a small table with self-serve water, pre-packaged snacks and waste and

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

recycling receptacles. The rest stop locations will be left cleaner than when the event began. Location of rest stops are indicated on route maps (attached).

Additionally, two riders will be “sweeping” behind the last participant to ensure that any debris (food wrappers and/or water bottles) that are mistakenly dropped by participants are picked-up. When the sweepers pass through the rest stops, the rest stop volunteers will know to shut-down the stop and move on.

Portable restrooms with handwashing stations will be provided at the registration location/finish area and at all rest stops.

Media & Local Business Outreach: The event is promoted on various cycling related media websites. Additionally, businesses in Maxwell (near the start/finish) have been informed of the event. No additional marketing will be undertaken.

Insurance Coverage: Commercial general liability and automobile liability insurance meeting the minimum requirements for both Glenn County and Colusa County has been applied for and will be submitted as soon as available. The insurance names “Glenn County, its supervisors, agents, officers, attorneys, employees, boards, and commissions” and “Colusa County, its supervisors, agents, officers, attorneys, employees, boards, and commissions”.

Prizes: Identical prizes will be awarded for each gendered category as well as for a nonbinary category.

Emergency Medical Plan: Hopper Adventures takes participant safety very seriously and our medical plan has been informed and refined from our experiences putting on events over the past twenty-five years. As such, local emergency medical responders and fire departments along the route will be notified ten (10) days prior to the event. Additionally, the California Highway Patrol will be contracted to provide support at key intersections along the route. All riders are expected to obey all traffic laws.

Additionally, the following actions are being taken:

- EMS Staffing on Course: Hopper Adventures has contracted two (2) trained emergency medical technicians (EMT) who will be on course in separate vehicles to follow the riders and to respond to emergencies in order to provide immediate basic life support and to decide if patient transport is needed. The hired staffing for this event includes:
    - Laurie Starr: Active EMT (NREMT/CA) of 4+ years who is presently a Captain at the Albion Fire Department who has extensive experience working for a rural fire department and has served on an ambulance as well as a hospital emergency room. She will be on course in her own vehicle with basic EMT kit with epi, aspirin, BG testing kit, as well as a tank of oxygen and an AED. Laurie has

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worked at all our events this season and is well versed with our approach and communication protocols.

- Leslie Hrbacek: Active EMT and firefighter with the Albion Fire Department where she is a Captain who has been with the Department for approximately 10 years with plenty of pre-hospital care/experience. Leslie has her own med bag and similar supplies as Laurie and will be in her own vehicle on course.

- Volunteer Course Marshalls and VeloMeds: To ensure extremely fast responses to any crashes and/or situations requiring staff intervention, we will have 12-15 marshalls riding within the group. All marshalls wear easy to identify Hopper Adventure branded bright vests and can quickly secure a crash scene and communicate with the EMS staff if needed. We are fortunate to have the following VeloMed volunteers riding with us and able to respond if needed:

  - David Robertson, DO. Cardiac anesthesiologist, founder of VeloMed and coordinator of medical trading for VeloMed. Participation, marshaled and provided medical support for numerous cycling events for the past 10 years.
  - Steve Meffert, MD, is an ophthalmologist, specializing in Vitreo-Retinal surgery. Steve is one of the founding members of VeloMed and has attended all of their annual VeloMed medical trading, participated in many cycling events as VeloMed and provided medical support at numerous crash scenes over the past 10 years.
  - Tom Allen, RN, is working in the Cath Lab, ICU and ER at Memorial Hospital.
  - Colette McFadden, MD is a practicing Hospitalist at Kaiser, Santa Rosa.

- Communication: All event staff will be on cell phone and Motorola 2-way radios to stay in contact with one another during the event and to report any incidents requiring medical attention. All event participants are provided the cell number of the Event Director to call if they need emergency services and/or to report any problems encountered while on the ride. All staff save the event EMT staff's cell numbers into their phones for quick access if needed. Additionally, a group text chain has been created to allow very fast text messages to be sent to alert all staff of an incident. Lastly, all staff will be provided a copy of the attached Staff Contact List (which will be added to once final staff availability for the event is confirmed).

  The morning of the event and before the official start, all marshalls, VeloMeds, EMTs and on-course support staff meet and ensure that all radios are charged and functioning and discuss any course modifications or concerns that may have arose due to sudden weather changes or mudslides, downed trees, etc. All staff are reminded of the incident response protocols and procedures to follow in the case of an incident. All questions are

addressed, contact sheets are distributed and cell phones are programmed with relevant numbers.

- Incident Response: If an incident occurs, the event staff that first arrive on scene act quickly to ensure that no additional accidents occur by ensuring that oncoming traffic and other event riders know that there is a situation. This is achieved by using riders and event staff to physically wave down traffic to alert them of the situation. If the downed rider needs immediate medical care, the event staff will: 1) use the 2-way radios to transmit to all staff the situation; 2) send a text to the group chain alerting everyone of the location of the incident and stating what is needed; and 3) call the EMT to request assistance and share the location on course (referencing what mile marker on the route they are nearest and any geographic landmarks that may be helpful). All staff will have radios, but since the range is limited, the cell will serve as a quick back-up to ensure communication. If the situation is clearly life-threatening, then staff will dial 911 and request response before alerting the event staff of the situation. If neither the cell nor the radios are functioning, a rider will be dispatched from the incident scene to keep riding until they are within cell reception and/or they reach a rest stop or other location that may have cell reception.

  In the case of a medical emergency in which non-event EMS personnel are called in to provide support, Hopper Adventures' VeloMed Coordinator will offer assistance with another pair of eyes, hands, or suggestions, but will let the non-event EMS remain under base hospital control.

- Extreme Weather Preparation: A few days before the event, the Event Director produces a short video walking through highlights of the route and any information to help riders be adequately prepared. This video will cover proper clothing and safety considerations considering the most accurate weather reports for the weekend and the knowledge gained by staff's visit to the course route that week. This video, along with a short written summary of the key points, is emailed to all registered event participants and frequent posts to Instagram and Facebook are made to keep participants informed of any weather concerns or other issues. If for any variety of reasons, the Event Director feels that conditions have changed in some way that poses a significant risk to run the event, then the event will be canceled and all registered riders be informed via social media and email. Additionally, a Plan B route has been created and may be used if Huffmaster Road is deemed to muddy.

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Key Staff Contact List

Role / Title	Name	Cell Phone #
Event Director	Miguel Crawford	707-266-3472
Assistant Director	Iain Douch	707-494-9972
Registration Manager	Tera Crawford	707-823-3808
Chief Course Marshal	Eugene Sandwina	707-955-6424
EMT #1	Laurie Starr	707-357-4211
EMT #2	Leslie Hrbacek	707-972-6943
VeloMed Coordinator	David Robertson	707-478-5645
SAG Vehicle Driver	Geoff Vinson	707-849-5172
Moto Driver #1	Dirk Ache	707-490-5374
Moto Driver #2	Chris Copipnget	707-483-2701
Rest Stop #1 Coordinator	TBD	
Rest Stop #2 Coordinator	TBD	
Rest Stop #3 Coordinator	TBD	
American Medical Response		707-501-5282

Call 911 in case of life-threatening emergency

NOTE: Remaining Marshals and VeloMed riders to be added a few days before the event when final roster is determined.

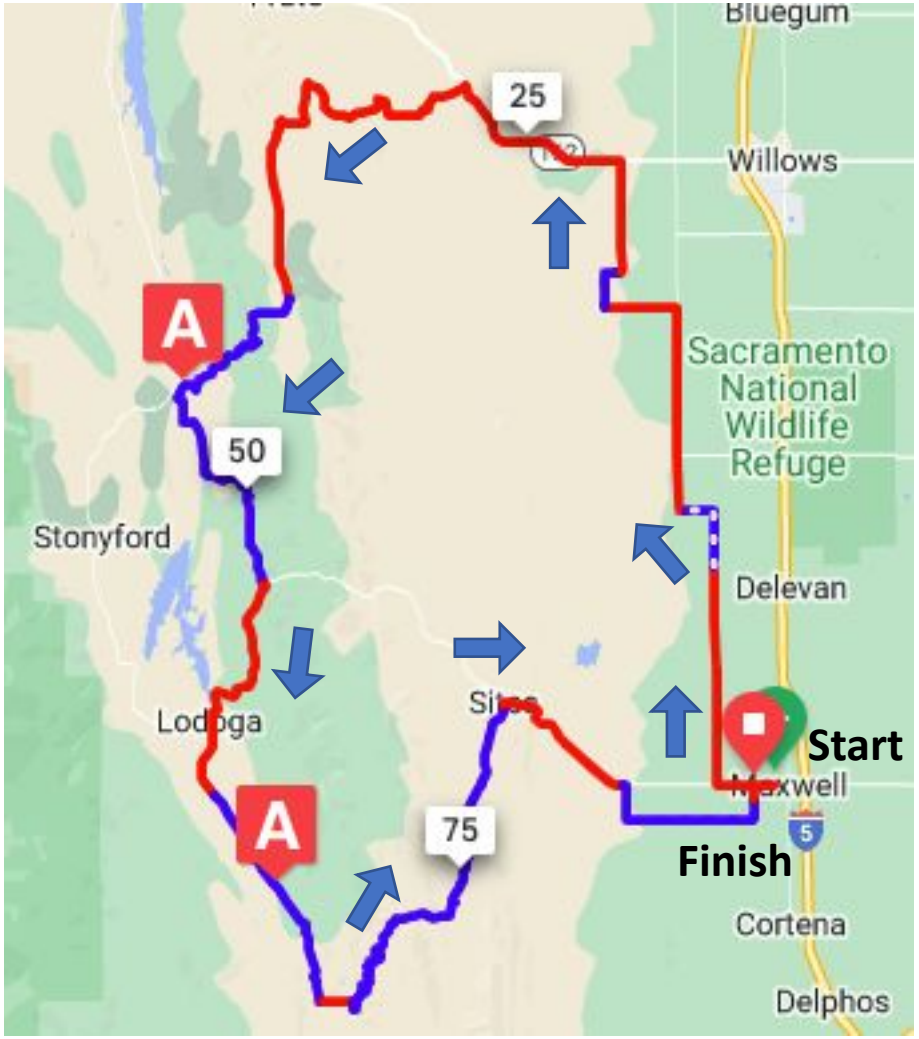
Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

Huffmaster Hopper – Long Course (2/22/2025)

Start: Maxwell High School / Finish: Sutton Road, Maxwell

90 miles / 4,865’ ascent / 4,860’ descent

Unpaved Route	
Paved Route	
Rest Stops	A
Mileage	75



Course Route :

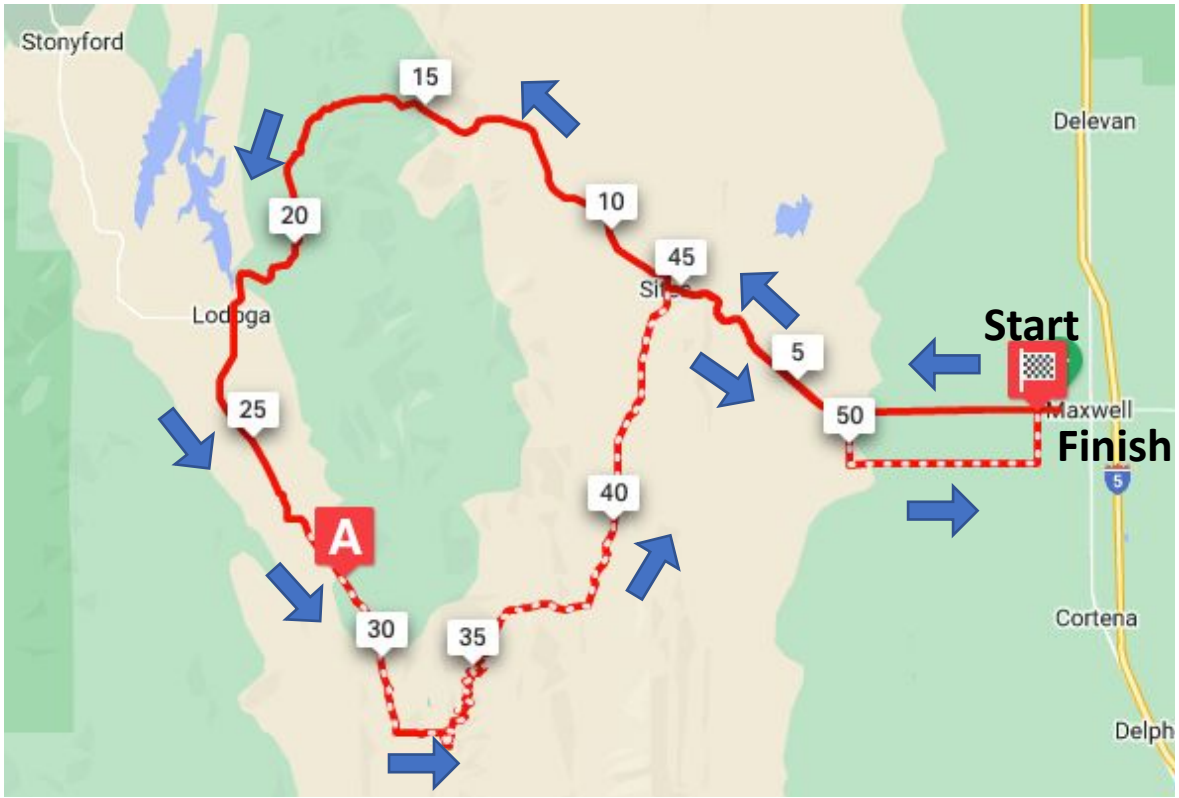
1. Start from Maxwell High School
2. Turn right onto Mc Dermott Road
3. Turn left onto W Glenn Rd
4. Turn right onto Co Rd D
5. Turn left onto Co Rd 60
6. Turn right onto Rd B
7. Turn right onto Rd 59
8. Rd 59 turns slightly left into Rd Bb
9. Turn left onto CA-162 W
10. Turn left onto Rd 302
11. Turn left onto Rd 303
12. Turn left to stay on Co Rd 303
13. Turn left onto Co Rd 401
14. Turn right onto Sites Lodoga Rd
15. Continue onto Leesville Lodoga Rd
16. Left onto Leesville Rd
17. Slight left onto Huffmaster Rd
18. Turn right onto Maxwell Sites Rd
19. Turn right onto Mills Orchard Rd
20. Turn left onto Finks Rd
21. Turn left onto Sutton Rd - Finish

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section

Mini Huffmaster Hopper – Short Course (2/22/2025)

Start: Maxwell High School / Finish: Sutton Road, Maxwell

55 miles / 3,245’ ascent / 3,242’ descent



Unpaved Route	
Paved Route	
Rest Stop	A
Mileage	75

Course Route:

1. Start from Maxwell High Schoo
2. Continue onto Maxwell Sites R
3. Turn right onto Sites Lodoga Rd
4. Continue onto Leesville Lodoga d
5. Continue onto Leesville Rd
6. Slight left onto Huffmaster Rd
7. Turn right onto Maxwell Sites R
8. Turn right onto Mills Orchard R
9. Turn left onto Finks Rd
10. Turn left onto Sutton Rd- Finish

Attachment: Att01.Huffmaster 2025 Overview (10110 : Approve Road Closure of a section

ACORD

USACYCL-24

MP

DATE (MM/DD/YYYY)
1/18/2024

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Fairly Consulting Group, LLC
1800 S. Washington, Suite 400
Amarillo, TX 79102

CONTACT NAME: Fairly Group Certificates
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certs@fairlygroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accredited Surety and Casualty Company, Inc.	26379
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
USA Cycling, Inc.
210 USA Cycling Point, Suite 100
Colorado Springs, CO 80919

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,(
	CLAIMS-MADE X OCCUR	X		1-TRE-CO-17-01338745-00	12/31/2023	12/31/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,(
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	X OTHER: Per Event						PART. LEGAL LIA	$ Inclu
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2024-8106
IL 1201 - Endt #1 - Named Insured Extension:
Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense. Please s
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER
Colusa County, its supervisors, agents, officers, attorneys, employees, boards and commissions
1215 Market Street
Colusa, CA 95932

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

AUTHORIZED REPRESENTATIVE

Attachment: Colusa County, its supervisors, agents, officers, attorneys, empl (10110 : Approve Road Closure of a section of Sutton Road for

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AGENCY CUSTOMER ID: USACYCL-24

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fairly Consulting Group, LLC	USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
attached endorsement CG 20 26 (12/2019).

Event Number: 2024-8106
Event Name: Huffmaster: Grasshopper #2
Event Location: Maxwell, CA
Event Date(s): 02/24/2024

Attachment: Colusa County, its supervisors, agents, officers, attorneys, empl (10110 : Approve Road Closure of a section of Sutton Road for

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POLICY NUMBER: 1-TRE-CO-17-01338745-00

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization if required by a written contract or agreement provided such contract or agreement was executed prior to the occurrence or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: Colusa County, its supervisors, agents, officers, attorneys, empl (10110 : Approve Road Closure of a section of Sutton Road for

© Insurance Services Office, Inc., 2018

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

1215 Market Street, Colusa, California 95932
(530) 458 - 2035 | Fax
(530) 458 - 0466 | Phone
dpwpermits@countyofcolusa.com
www.countyofcolusa.com

Office Use Only	
Notes:	
FEE	
PERMIT #	

ENCROACHMENT PERMIT APPLICATION

REAL PROPERTY OWNER NAME:	Hopper Adventures, LLC						
Owner Mailing Address:	7249 Witter Road	City:	Sebastopol	State:	California	Zip Code:	95472
E-Mail Address:	migchapulin@gmail.com	Phone Number:	707-266-3472	Fax Number:			
AGENT'S NAME:	Miguel Hopper						
Agent Address:	7249 Witter Road	City:	Sebastopol	State:	California	Zip Code:	95472
E-Mail Address:	migchapulin@gmail.com	Phone Number:	707-266-3472	Fax Number:			
ADDRESS OR LOCATION OF WORK TO BE PERFORMED:	515 Sites Maxwell Rd	City:	Maxwell	State:	California	Zip Code:	95955
DESCRIPTION OF WORK/PROJECT:	Attach Maps & Plans	Requested Start Date:	Saturday, February 22, 2025	Anticipated Completion Date:	Saturday, February 22, 2025		

Bicycle fundraising race with both a long and shorter "mini" route starting and finishing at Maxwell High School, Colusa County. Anticipating 250-300 total participants. Event seeks to close Sutton Rd between Finks Rd and Sites Maxwell Rd for the duration of the event (9 am - 5 pm).

Please see attached detailed event description and route maps for complete details. Separate encroachment permit application has been submitted to Glenn County for use of roads within their jurisdiction. Similar event was successfully held under both Glenn and Colusa County permits both in 2024.

The undersigned hereby requests permission to excavate, construct, and/or otherwise encroach within the County Road Right of Way by performing work specifically as outlined above. By signing this form the Permittee Agrees to hold the County harmless for any damage arising from the performance of work subject to this permit and to indemnify the county for any and all costs arising from Permitee's actions associated with this permit.

Property Owners must sign the Permit Application unless a Letter of Agency authorizing the agent to act on behalf of the property owner is submitted with the Permit Application. Form letters are available at the County website or by contacting the Department of Public Works.

Letter of Agency Attached: ☐ YES ☑ NO

PERMITEE'S SIGNATURE: ☑ Owner ☐ Agent	Signature	Date	Print Name
	[signature]	july 22, 2024	Miguel Cravalho

The above requested permit is hereby approved. Approval is subject to compliance by applicant to "Permit Provisions" shown on page 2 hereof, approved plans, maps, and specifications, other local State and Federal Regulations and restrictions and conditions as outlined in "**ATTACHMENT A**".

Permit Effective Date:	Permit Termination Date:	Extension Granted: ☐ YES ☐ NO	Extension Expiration Date & Issuer Initials:

COUNTY OF COLUSA
Michael J Azevedo
Director of Public Works

By: _____
Permit Issuer Signature

Attachment: Colusa-Hopper-Permit-App (10110 : Approve Road Closure of a section of Sutton Road for Hopper Adventure Bike Race)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

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

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

Detailed Description/Background of request

The Board of Supervisors approved a list of fixed assets for advanced purchase with the FY24-25 recommended budget on June 18, 2024

Purchase order no. 10109272024 in the amount of $54,030.57 is for the purchase of one 2025 GMC Sierra crew cab for the Colusa County Sheriff's Office from Dublin Chevrolet.

The Purchasing Agent authorized the purchase given the Board's approval and now staff is seeking ratification of these purchase orders.

Prior Board Action

Approval of FY24-25 Recommended Budget.

Fiscal Impact/Funding Source

Budgeted, 312-57199-312

Action for the Clerk

None.

ATTACHMENTS:

- PO 10109272024_CCSO_2025 GMC (PDF)

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

Purchase Order No.
10109272024

PURCHASE ORDER

VENDOR	Dublin Chevrolet
NAME	Richard Slade
ADDRESS	4200 John Monego Ct.
	Dublin, Ca, 94568
PHONE	(925) 560-4465
EMAIL	richardms@cacargroup.com

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

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

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
9/27/2024	Molly West			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		2025 GMC SIERRA 2500HD 4WD CREW CAB 159" PRO STATE CONTRACT #1-22-23-20H GMC	$49,192.08	$49,192.08

BASED ON ATTACHED QUOTE DATED 9/25/2024

SUBTOTAL	$49,192.08
DELIVERY	$400.00
CA Sales Tax .0875%	$4,311.74
DMV FILING FEE	$33.00
DOC FEE	$85.00
CA TIRE FEE	$8.75
TOTAL	$54,030.57

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 10/2/24 Date

Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

BUSINESS ELITE

DUBLIN AUTOMOTIVE GROUP
CHEVROLET GMC BUSINESS ELITE DEPT
GM FLEET & COMMERCIAL
PRICE QUOTE

9/25/2024

2025 GMC SIERRA 2500HD 4WD CREW CAB 159" PRO (TK20743)

ORDER

PREPARED FOR: COUNTY OF COLUSA – MOLLY WEST

DEALER RETAIL ASKING (MSRP)		$56,455.(
YOUR SPECIAL FLEET PRICE		$49,192.(
Total	$49,192.08	
TAX AT 8.75%		+$4,311.7
DMV filing fee $33.00, tire fee $8.75, Doc Fee $85.00 (taxable)		$126.7
TOTAL		$53,630.5

Delivery fee $400.00 if needed

TOTAL DUE $54,030.57

COMMERCIAL FINANCING AVALIABLE, WELLS, ALLY, GM FINANCIAL
MAKE CASH PAYMENT TO: DUBLIN CHEVROLET

QUOTED BY, Richard Slade DIRECTOR OF FLEET & COMMERCIAL SALES
925-570-1353 CELL. Direct Line 925-560-4465 EMAIL: richardms@CACARGROUP.COM

Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

COUNTY OF COLUSA

Prepared For: MOLLY WEST

530-458-0438

MWEST@COUNTYOFCOLUSACA.GOV

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro



PLEASE REVIEW AND LET ME KNOW YOUR THOUGHTS.

Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

Table of Contents

- Weight Rating
- Selected Model and Options
- Standard Equipment
- Window Sticker

Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

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Data Version: 23524. Data Updated: Sep 24, 2024 6:46:00 PM PDT.

CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	10450.00 lbs

Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

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CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TK20743	2025 GMC Sierra 2500HD 4WD Crew Cab 159" Pro	$52,800.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8	0.00 lbs	0.00 lbs	$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MKM	Transmission, Allison 10-Speed automatic	0.00 lbs	0.00 lbs	$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JGD	GVWR, 10,450 lbs. (4740 kg)	0.00 lbs	0.00 lbs	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio	0.00 lbs	0.00 lbs	$0.00

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RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1SA	Pro Preferred Equipment Group	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	0.00 lbs	0.00 lbs	$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall	0.00 lbs	0.00 lbs	Inc.

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench	0.00 lbs	0.00 lbs	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	$0.00

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CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCI	Convenience Package	0.00 lbs	0.00 lbs	$910.00
X31	X31 Off-Road Package	0.00 lbs	0.00 lbs	$525.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Suspension, Off-Road	0.00 lbs	0.00 lbs	Inc.
JHD	Hill Descent Control	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AKO	Glass, deep-tinted	0.00 lbs	0.00 lbs	Inc.
DBG	Mirrors, outside power-adjustable vertical trailering	0.00 lbs	0.00 lbs	Inc.
QT5	Tailgate, gate function manual with EZ Lift	0.00 lbs	0.00 lbs	Inc.
UF2	LED Cargo Area Lighting	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front, Incandescent lighting	0.00 lbs	0.00 lbs	$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C49	Defogger, rear-window electric	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt	0.00 lbs	0.00 lbs	$225.00
	Options Total	**0.00 lbs**	**0.00 lbs**	**$1,660.00**

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[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

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CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Standard Equipment

Package	
	Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking
	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	
	Pickup bed includes bed assist step
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
	GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or TC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)
	Push Button Start
	Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Air filter, heavy-duty
	Air filtration monitoring
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Suspension Package (Not available with (X31) Off-Road Package.)
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator

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CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Mechanical	
	Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)
Exterior	
	Wheels, 17" (43.2 cm) painted steel, Silver (STD)
	Tires, LT245/75R17E all-season, blackwall (STD)
	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower
	Bumper, rear chrome with bumper CornerSteps
	Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed, rated at 500 lbs per corner
	Moldings, beltline, Black
	Grille (Chrome with flat black grille insert bars.)
	Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
	Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black grained
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

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GM
CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Apple CarPlay and Android Auto capable (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone connectivity to vehicle infotainment system
	Wireless phone projection for Apple CarPlay and Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Exterior Temperature Display, located in radio display
	Compass, located in instrument cluster
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available on Regular Cab models.)
	Door locks, power
	Remote Keyless Entry
	Cruise control, steering wheel-mounted
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone

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Attachment: PO 10109272024_CCSO_2025 GMC (10116 : Ratify Board approved fixed asset purchase)

CALIFORNIA AUTOMOTIVE RETAILING GROUP
RICHARD SLADE | 9255701353 | richardms@cacargroup.com

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Interior	
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps, LED signature lighting
	LED Signature DRL's
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)
	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
	Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
	Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
	Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Data Version: 23524. Data Updated: Sep 24, 2024 6:46:00 PM PDT.

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[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Safety-Interior

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including select remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro MSRP:$52,800.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
TK20743	[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro		$52,800.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	Inc.	
JHD	Hill Descent Control	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, instrument panel, 120-volt		$225.00
L8T	Engine, 6.6L V8		$0.00
MKM	Transmission, Allison 10-Speed automatic		$0.00
NZZ	Skid Plates	Inc.	
PCI	Convenience Package		$910.00

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[Fleet] 2025 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (Complete)

PYN	Wheels, 17" (43.2 cm) painted steel, Silver		$0.0(
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
QXT	Tires, LT265/70R17E all-terrain, blackwall	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front, Incandescent lighting		$0.0(
X31	X31 Off-Road Package		$525.0(
YF5	Emissions, California state requirements		$0.0(
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	Inc.	
___	Suspension, Off-Road	Inc.	
	SUBTOTAL		**$54,460.0(**
	Adjustments Total		$0.0(
	Destination Charge		$1,995.0(
	TOTAL PRICE		**$56,455.0(**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve Agreement between the Colusa County Department of Health and Human Services (DHHS) and Glenn County Community Action Department to compensate the County of Glenn for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

Approve Agreement between the Colusa County Department of Health and Human Services (DHHS) and Glenn County Community Action Department to compensate the County of Glenn for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

Detailed Description/Background of request

The Glenn County Community Action Department acts as a lead agency for the Dos Rios Continuum of Care (CoC), an oversight body for the implementation and operation of housing and homeless prevention programs in Colusa, Glenn, and Trinity Counties.

Glenn County, and CAD, assists Colusa County to ensure continued funding for housing services and homelessness assistance in Colusa County through the services of Program Manager and other staffing for efforts described in Exhibit “A”. The Program Manager acts as Point of Contact for communications with state, regional and local agencies, along with communication to available funding resources and housing and homeless prevention.

For the fiscal year 24/25, the total compensation for this agreement is not to exceed $35,000.00.

The term of the agreement is July 1, 2024 through July 30, 2025.

Prior Board Action

C21-205, C23-039, C23-232

Fiscal Impact/Funding Source

No impact to County General Fund.

Action for the Clerk

Please obtain needed signatures and send the executed agreement to Brenda Wilson at bwilson@countyofglenn.net. Please copy Kirill Obraztsov in communication with Glenn County.

ATTACHMENTS:

- 25_Colusa DHHS_Dos Rios Partner_CAD1908 (DOCX)

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this 1st day of July, 2024, by and between Colusa County Department of Health and Human Services, a political subdivision of the State of California ("County"), and Glenn County Community Action Department ("Contractor").

RECITALS:

A. The Dos Rios Continuum of Care is comprised of Colusa, Glenn, and Trinity Counties, with the County of Glenn through its Community Action Department acting as the Lead Agency of the CoC. County has determined that it is desirable to retain Contractor to perform the roles and responsibilities of the Lead Agency; and

B. On July 8, 2020, the CoC Executive Board agreed to financially support the Lead Agency and to adopt an equitable and evenly split budget methodology.

C. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

D. Contractor represents and warrants that Contractor is an independently established business entity formed as a government body, that customarily provides services of the same nature as the services provided for County under this Agreement; and

E. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include the roles and responsibilities of the Lead Agency ("Services").

2. Term. Services under this Agreement shall commence on July 1, 2024, and shall continue until July 30, 2025, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the prorated shared cost set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed thirty-five thousand dollars ($35,000.00).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered on a quarterly basis. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates *Elizabeth Kelly,* or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates Community Action Department Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:
Elizabeth Kelly, Director
Colusa County Department of Health and Human Services
521 E. Webster Street
Colusa, California 95932
Telephone: (530) 458-0290

If to Contractor:
Administration
Community Action Department
345 Yolo Street
Orland, California 95963
Telephone: (530) 934-1443

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Mutual Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (*Not required if Contractor certifies that it has no employees*).

☐ Contractor certifies that it has no employees: _____
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

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(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

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13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

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B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Prevailing Wages.

A. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work". To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include,

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but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

22. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

27. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

30. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

31. Time of Essence. Time is of the essence for each and every provision of this Agreement.

32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

34. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

35. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

CONTRACTOR (CAD)	COUNTY OF COLUSA (COUNTY)
By: _____	By: _____
Scott H. De Moss	*Wendy G. Tyler, County Administrative Officer*
County Administrative Officer	Colusa County, California
Glenn County, California	

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

By: _____
Laura Hawkins , Director
Glenn County Community Action Department

By: _____
Richard Stout, County Counsel
Colusa County, California

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: _____
Approved by Fiscal Manager: _____
Approved by Program Manager: _____

APPROVED AS TO FORM:

By: _____
County Counsel, Glenn County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

Exhibit A

SCOPE OF WORK

CAD will provide staffing to perform the roles and responsibilities of the Lead Agency.

The Scope of Work for this Agreement will be in accordance with the COC's Governance document (CA523), approved 4-29-20, which outlines the roles and responsibilities of the Lead Agency of the Dos Rios and consists of two pages. CA523 is attached hereinafter and made a part hereof Exhibit A.

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

Exhibit A

Roles and Responsibilities
The Lead Agency

The CoC Executive Board has established a Lead Agency role to provide guidance to ensure that duties of the CoC are being met. The Lead Agency may be a unit of local government, a non-profit agency or an individual person. The Lead Agency's roles and responsibilities are as follows:

1. Facilitate meetings with published agendas;
2. Provide access to participate remotely in Lead Agency hosted meetings;
3. Enhance the knowledge of the service providers to address housing needs;
4. Conduct annual gap analysis;
5. Facilitate the administration of an annual Point-In-Time Count (PIT) and Housing Inventory Count (HIC) of homeless persons with the Advisory Boards;
6. Set baseline for system performance based on funding;
7. Build community awareness inclusive of the needs of all homeless populations;
8. Inform the Executive Board of county program needs;
9. Ensure consistent participation of recipients and sub recipients in the HMIS;
10. Complete CoC wide funding applications;
11. Develop and provide Continuum wide trainings including HUD mandated training topic and county requested trainings;
12. Monitor performance of funding projects in accordance with the funding contract;
13. Design, operate, and follow a collaborative process for development of applications for funding;
14. Prepare resolutions and reports to the Governing Body as needed per requirements;
15. Oversee the Rating and Ranking processes;
16. Process Consultant applications, invoices and request for support materials, services and supplies;
17. Update, maintain and monitor a Dos Rios CoC website;
18. Report the results of the evaluation outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program to HUD;
19. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
20. Provide information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
21. Consult with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and sub recipients;
22. In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
    a. Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
    b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

c. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
d. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
e. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8)); and
f. Where the Continuum is designated a high-performing community, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix). 23.Assist the Local CoC Boards with county wide policies and procedures;

23. Act as the Secretary for the Executive Board Meetings;
24. Lead Agency to determine equitable distribution of funds using framework identified under "Funding" when funds are required to have an equitable distribution.
25. Act as the Fiscal Agent for the Continuum; and
26. Coordinate, with Local CoC Boards, the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
    a. Outreach, engagement, and assessment;
    b. Shelter, housing, and supportive services; and
    c. Prevention strategies. (All items in bold are regulation-based duties)

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

Exhibit B

FEE SCHEDULE

Contract will not exceed $35,000.00 during the term of this agreement

SERVICES	COMPENSATION
Dos Rios CoC Lead Agency staffing efforts as described in Exhibit "A"	CAD will bill the County prorated shared costs, not to exceed $35,000.

Attachment: 25_Colusa DHHS_Dos Rios Partner_CAD1908 [Revision 1] (10117 : Agreement with Glenn County Community Action Department)

COUNTY OF COLUSA, CA 2.10

Request For County Board of Supervisors Action

MEETING DATE: **October 29, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Approve contract with Shannon Enterprises, Inc. for interior painting at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.**

Approve contract with **Shannon Enterprises, Inc.** for interior painting at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

Detailed Description/Background of request

DHHS is requesting that the interior of the building located at 251 E. Webster Street be painted due to normal wear and tear. This project was split into two separate projects. Phase 1 is now complete. This contract is for Phase 2.

A Request for Bid (RFB) was issued and ten bids were received with seven of them being responsive.

The responsive bids received are as follows:

Fresh Style Painting	$19,000
Primal Paint	$19,800
Diamond Painting	$60,000
Shannon Enterprises, Inc.	**$9,570**
Perfection Painting	$57,000
Paine Construction	$12,962
CG Coatings	$10,000

Bids have been reviewed by the Maintenance Supervisor and Assistant CAO with the recommendation to award the bid to Shannon Enterprises, Inc.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted, 009-57361-480-0

Action for the Clerk

Please obtain signatures, number contract, forward to Shannon Enterprises, Inc. for signature and register the project with DIR.

Shannon Enterprises, Inc.
8510 A Madison Ave.
Fair Oaks, Ca, 95628

ATTACHMENTS:

- Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 (DOCX)
- Attachment B (PDF)

C24-_____

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

Interior Painting

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Shannon Enterprises, Inc. ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services for interior painting located at 251 E. Webster Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than December 31, 2024. Once work is commenced, it must be completed within 14 calendar days.

3. **Compensation:** County will pay Contractor compensation not to exceed $9,570.00, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

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

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

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

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

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

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

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

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

10. Guarantees

A. The Contractor shall guarantee all services provided in fulfillment of paragraph 1 above, and shall require each Subcontractor to guarantee their own work, against defective material or faulty workmanship for a minimum of one year after the date of Notice of Completion is issued. In addition, all standard manufacturer warranties shall be passed to the County which may extend the warranty period beyond one year.

B. The County retains all rights and remedies provided by law including those pertaining to latent defects.

C. If repairs are required in connection with guaranteed work, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

1) Place in satisfactory condition in every detail all of such guaranteed work.

2) Make good all damage to the building, site, equipment, furniture, or

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

contents which, in the opinion of the County, is the result of work not in accordance with the terms of the Contract Documents or disturbed in the process of correcting guaranteed work.

D. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements herein they shall restore such disturbed work to a condition satisfactory to the County and guarantee such restored work to the same extent as it was guaranteed under such other contract.

E. A new full-term guarantee period shall apply to repaired work upon completion of repairs.

F. If Contractor fails to proceed to comply with the terms of the guarantee or make repairs of defective work within 7 days of Notice from County, the County may remedy the Contractor's failure by whatever means the County deems expedient. The County may, at any time, take measures to mitigate damage or reduce undesirable effects of defective work. All costs expended by County pursuant to this Section shall be paid by Contractor.

11. **Liquidated Damages:** The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law.

12. **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.

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

14. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

15. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

16. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

17. **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.

18. **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.

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

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	Shannon Enterprises, Inc. 8510 A Madison Ave. Fair Oaks, Ca, 95628

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

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

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

26. 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.

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

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

C24-_____

Attachments include:

A. Attachment "A" Scope of Work
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SHANNON ENTERPRISES, INC.

_____Date_____
Signature

_____
Printed Name and Title

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

By
_____
Ann Nordyke, Deputy

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

C24-_____

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

Attachment A

Scope of Work
Health and Human Services Interior Painting – Phase 2
251 E. Webster St., Colusa, CA 95932

The County of Colusa is seeking a painting contractor (C-33 license) to paint the interior of the Health and Human Services building located at 251 E. Webster Street, Colusa, CA. (Refer to building layout on following page). Phase 1 has been completed. This RFB is only for Phase 2.

1. Contractor will ensure all carpeting, desks, furniture, etc. are protected from overspray.

2. Contractor will clean and prep all wall and trim surfaces for good paint adhesion.

3. Contractor will use appropriate materials (caulk, spackle, sheetrock mud, etc.) to fill cracks, nail holes and anchor holes. If larger areas need to be patched and retextured, the texture is to match existing. The department will mark off any anchor holes that will be re-used and are not to be filled. All loose ceiling tiles need to be re-attached.

4. Contractor will prep and paint approximately 10 doors with metal frames (all metal) using the following:

- One to two coats of primer, Kilz Premium 3, oil-based for doors and frames.
- Two coats of paint, Sherwin Williams - A76W00051 - SOLO Interior/Exterior 100% Acrylic, Semi-Gloss Extra White in color Swiss Coffee.

5. Contractor will prep and paint walls, ceiling, HVAC registers, etc. using the following:

- One coat of primer, Sherwin Williams - B51W08670 - Quick Dry Interior/Exterior Stain Blocking Primer White.
- Two coats of paint, Sherwin Williams - A87W01351 - SPR INT SA EXTRA in color Swiss Coffee.

6. A mandatory job walk prior to the start of job is necessary to establish a schedule of the areas and timeline for department staff to plan accordingly. Prior to the start of the project, employees will be directed to remove all personal items.

7. Contractor will schedule in advance with the Maintenance Supervisor. If needed, County Maintenance can assist with furniture moving.

8. Contractor must be vigilant in keeping a safe and clean work area (Debris, paint buckets, ladders, etc.). The facility will maintain regular business hours. If needed, parking spots can be blocked off for contractor's use.

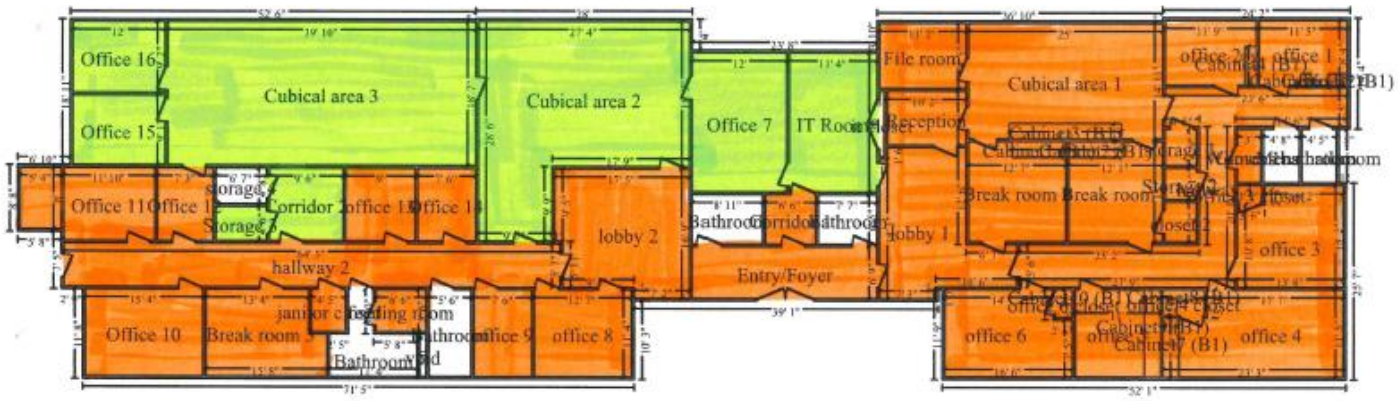
C24-_____

9. Painting contractor will coordinate with the flooring contractor to ensure the phases of the project are completed efficiently (when the painting is completed in an area, the flooring contractor may proceed in that area as soon as practical).

- Option of working on weekends
- Heater or AC can be used but not during spray painting to avoid paint residue in the HVAC system

10. Upon completion, there will be a job walk. Any necessary touch up or issues will be noted and addressed prior to final approval and issue of a job completion form.

Building Layout
Health and Human Services Flooring
251 E. Webster St., Colusa, CA 95932



Orange: Phase 1
Green: Phase 2
White: no work being completed.

Attachment: Shannon Enterprises, Inc. Contract_DHHS Painting Phase 2 [Revision 1] (10134 : Approve contract with Shannon Enterprises, Inc.)

BID WORKSHEET
DHHS Interior Painting

NAME SHANNON ENT. INC.

ADDRESS 8510 A MADISON AV.

CITY FAIR OAKS STATE CA ZIP CODE 95628 PHONE (916) 961-6100

EMAIL coleen@arflooring.com

DIR # 1000013312 Expires 6/30/25 Contractor License # 876 284

ITEM	PRODUCT	PRICE
1	Materials/Paint	$ 2070
2	Misc. (Please specify)	$ —
3		$
		$
	INCLUDED IN MATRLS ABOVE CA SALES TAX 8.75% ON APPLICABLE ITEMS	$ —
	SUBTOTAL	$ 2070
	LABOR	$ 7500
	GRAND TOTAL	$ 9570

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

VENDOR

Don Shannon
Signature

DON SHANNON
Name (Printed or Typed)

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

This bid is made this 2nd day of OCT, 2024.

Attachment: Attachment B (10134 : Approve contract with Shannon Enterprises, Inc.)

COUNTY OF COLUSA, CA

2.11

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Carpets Galore, Inc. for procurement and installation of new flooring at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

Approve contract with **Carpets Galore, Inc.** for procurement and installation of new flooring at the Department of Health and Human Services for phase two of the project located at 251 E. Webster St., Colusa.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) is requesting new flooring be installed in the building located at 251 E. Webster Street due to normal wear and tear. This project was split into two separate projects. Phase 1 is now complete. This contract is for Phase 2.

A Request for Bid (RFB) was issued and six bids were received with five of them being responsive.

The responsive bids received are as follows:

G&S Carpet Mills, Inc.	$34,691.38
Shannon Enterprises, Inc.	$26,999.50
Carpets Galore	**$24,715.00**
The Labor Solutions, LLC	$26,761.63
Northern Valley Flooring	$27,701.00

Bids have been reviewed by the Maintenance Supervisor and Assistant CAO with the recommendation to award the bid to Carpets Galore, Inc.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted, 009-57361-480-0

Action for the Clerk

Please obtain signatures, number contract, forward to Carpets Galore, Inc and register the project with DIR.

Carpets Galore, Inc.
1965 Mitchell Ave.
Oroville, Ca, 95966

ATTACHMENTS:

- Carpets Galore, Inc_DHHS Flooring (DOCX)
- Attachment B (PDF)

C24-_____

Procurement and Installation of LVT

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Carpets Galore, Inc. ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with construction services to install Luxury Vinyl Tile (LVT) located at 251 E. Webster Street, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** All work under this contract shall be completed no later than December 31, 2024, 2024. Once work is commenced, it must be completed within 14 calendar days.

3. **Compensation:** County will pay Contractor compensation not to exceed $24,715.00 as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

      2) Providing that Contractor's insurance shall be the primary insurance as

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

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

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

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

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

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

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

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

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

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

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

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

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

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    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	Carpets Galore, Inc. 1965 Mitchell Ave. Oroville, Ca, 95966

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

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

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

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

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

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

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

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

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

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

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

A. Attachment "A" Scope of Work
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA	**CARPETS GALORE, INC.**
_____Date_____	_____Date_____
Gary J. Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Tiffany Jorgensen, Deputy

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

Attachment A

Scope of Work
Health and Human Services Flooring
251 E. Webster St., Colusa, CA 95932

The selected Contractor (C-15 license) will install approximately 1,900 square feet of flooring with rubber base at the Health and Human Services building located at 251 E. Webster Street, Colusa, Ca. (Refer to building layout on following page). Phase 1 has been completed. This RFB is only for Phase 2.

1. Contractor will be responsible for procuring and installing new glue down LVT in specified areas throughout the building.

2. Contractor will be responsible for the prep of all sub floor areas that will be receiving new flooring and disposing of old materials.

3. Contractor will provide and install Interface LVT, Level Set Collection, Natural Woodgrains, A00207 Washed Wheat with sound choice backing.

4. Contractor will remove all existing rubber base and install new rubber base molding throughout the building where all new flooring is installed.

New rubber base shall be:
Tarkett Rubber Wall Base
Style: DuraCove
Color: TA4 Gateway
Size: 4 1/2”

5. If applicable, contractor will move furniture in office areas (excluding cubicles) to provide access to install the flooring. Staging areas can be designated in advance for furniture during installation. County will be responsible for having the cubicles removed and re-installed.

6. A mandatory job walk prior to the start of job is necessary to establish a schedule of the areas and timeline for department staff to plan accordingly. Prior to the start of the project, employees will be directed to remove all personal items.

7. Contractor must be vigilant to maintain a safe and clean work area. A portion of the facility will maintain normal business hours.

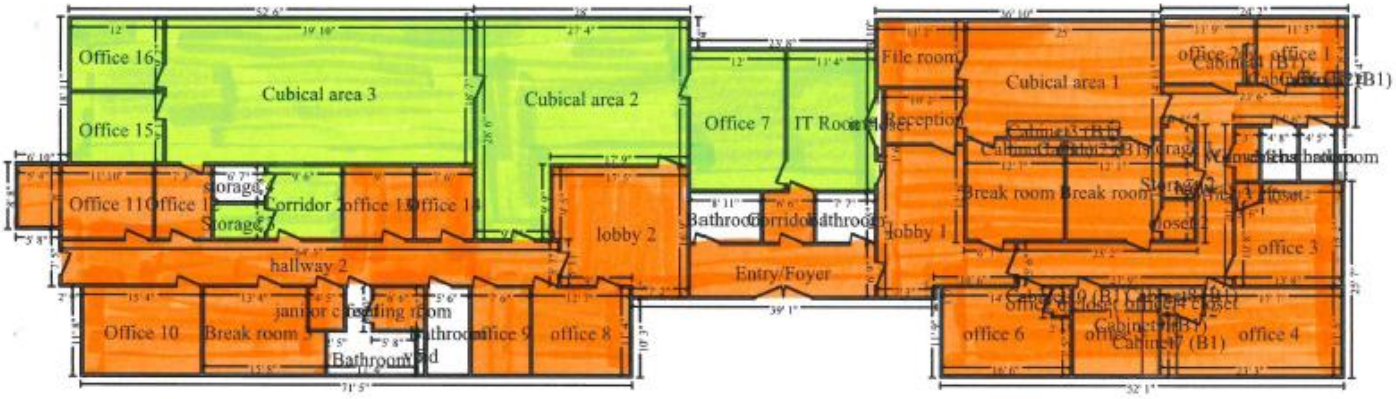
8. Contractor will coordinate with the painting contractor to ensure the phases of the project are completed efficiently.

9. Upon completion, there will be a job walk. Any issues will be noted and addressed prior to final approval and issue of a job completion form.

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

C24-_____

Building Layout
Health and Human Services Flooring
251 E. Webster St., Colusa, CA 95932



Orange: Phase 1
Green: Phase 2
White: no work being completed.

Attachment: Carpets Galore, Inc_DHHS Flooring (10135 : Approve Contract with Carpets Galore, Inc.)

BID WORKSHEET
DHHS Flooring – Phase 2

NAME Carpets Galore Inc

ADDRESS 1965 Mitchell Ave

CITY Oroville STATE CA ZIP CODE 95966 PHONE (530)534-3753

EMAIL carpets2715@sbcglobal.net

DIR # 1000422299 Expires 6/30/26 Contractor License # 758081

ITEM	PRODUCT	PRICE
1	Materials	$ 10,753.30
2	Disposal Fees	$ N/A
3	Misc. (Please Specify)	$ 926.77
		$
	CA SALES TAX 8.75% ON APPLICABLE ITEMS	$ 940.91
	SUBTOTAL	$ 12,620.98
	LABOR	$ 12,094.02
	GRAND TOTAL	$ 24,715.00

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

VENDOR

Avelina Ramirez
Signature

Avelina Ramirez
Name (Printed or Typed)

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

This bid is made this 3 day of October, 2024.

Attachment: Attachment B (10135 : Approve Contract with Carpets Galore, Inc.)

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve first modification with ADKO Engineering for County Surveyor services, effective November 1, 2024.

Approve first modification with **ADKO Engineering** for County Surveyor services, effective November 1, 2024.

Detailed Description/Background of request

The Department of Public Works (DPW) requests this first modification with ADKO Engineering to extend the term for an additional 3 years, increase compensation to $180/hr, and clarify the "not to exceed" language in item 3 by including the words "per fiscal year".

DPW has an existing contract with ADKO Engineering (C21-217) to provide County Surveyor services including receiving, reviewing, processing and the recording of various record maps and associated documents to ensure accuracy and compliance with county ordinance, Government code, the professional Land Surveyors' Act and Subdivision Map Act of the State of California, and those duties that may be required under California Government Code Section 27551. This contract is set to expire on October 31, 2024 and ADKO's rates have changed. Therefore, DPW is requesting to modify the contract accordingly.

Prior Board Action

C21-217

Fiscal Impact/Funding Source

Budgeted in Surveyor Fund, 001-53180-406

Action for the Clerk

Please obtain signatures, number contract and forward to ADKO Engineering.

ADKO Engineering Inc
140 Diamond Creek Place, Suite #195
Roseville, Ca, 95747

ATTACHMENTS:

- 1st Mod_ADKO Engineering (DOCX)
- Adko Engineering C21-217 (PDF)

First Modification County Surveyor Professional Services Contract

This First Modification of the County Surveyor Professional Services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and ADKO Engineering ("Contractor") a California Corporation.

Background

On November 23, 2021, the parties executed Contract C21-217 for the Contractor to provide County with surveyor services.

The parties now want to modify the Contract to extend the term to October 31, 2027 and modify compensation.

Modification

The parties agree to modify the Contract effective November 1, 2024, as follows:

1. Section 2, Term is modified by extending the termination date to October 31, 2027.
2. Section 3, Compensation is deleted and replaced with the following language,

   County will pay Contractor compensation not to exceed $60,000 per fiscal year, at a rate of $180.00 per hour. Compensation will be paid in accordance with paragraph 4, Method of Payment.

3. Section 14, Written Notification, If to Contractor is updated with the following mailing address:

   ADKO Engineering Inc
   140 Diamond Creek Place, Suite #195
   Roseville, Ca, 95747

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ADKO ENGINEERING

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 1st Mod_ADKO Engineering (10136 : Approve 1st Modification with ADKO Engineering)

C21-217

County Surveyor Professional Services Contract

This County Surveyor Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and ADKO Engineering ("Contractor"), a California Corporation.

A. Colusa County Code provides for the appointment of persons to provide professional services as the County Surveyor.

B. The County Surveyor is required to be licensed and authorized to practice land surveying under the California Professional Land Surveyors Act, California Business and Professions Code § 8700 – 8805 and meet any additional qualifications under the County Code.

C. The County wants to contract with Contractor and the Board of Supervisors for the County wants to appoint Contractor through this contract to provide County Surveyor services on behalf of the County of Colusa.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with County Surveyor services including: receiving, reviewing, processing and the recordation of various record maps and associated documents to ensure accuracy and compliance with County Ordinances, Government Code, the Professional Land Surveyor's Act and Subdivision Map Act of the State of California, and those duties that may be required under California Government Code section 27551.

2. **Term:** This Contract shall begin on November 1, 2021 and shall continue until October 31, 2024, unless otherwise extended through a mutually agreed upon modification of this contract.

3. **Compensation:** County will pay Contractor compensation not to exceed $60,000, at a rate of $145.00 per hour. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

C21 217

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

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

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. **Appointment to Provide County Surveyor Services:** The Board of Supervisors, through its approval and authorization to enter into this contract, appoints Contractor to provide County Surveyor services as provided for under the California Government Code and the County Code.

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

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

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

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

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

    D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

the hold harmless provisions herein if the policy is claims made.

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

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

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

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

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

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

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

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

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

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

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

12. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

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

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

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

If to County:	County of Colusa Public Works Department Attn: Michael Azevedo, Director 1215 Market St. Colusa, CA 530.458.0466
If to Contractor:	ADKO Engineering 140 Diamond Creek Place Roseville, CA 95747 916.788.0100

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

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

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

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

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

C21 217

Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

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

COUNTY OF COLUSA

Gary J. Evans Date: 11/23/21

Gary J. Evans, Board Chair

ADKO ENGINEERING

Signature Date: 12-3-21

MAJDI KANAAN / PRESIDENT

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: Adko Engineering C21-217 (10136 : Approve 1st Modification with ADKO Engineering)

COUNTY OF COLUSA, CA 2.13

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Ratify Fee Agreement and Engagement Letter and Advance Conflict Waiver with Best Best & Krieger for special counsel services related to the potential sale of Colusa Medical Center

Ratify Fee Agreement and Engagement Letter and Advance Conflict Waiver with Best Best & Krieger for special counsel services related to the potential sale of Colusa Medical Center

Detailed Description/Background of request

The Board had previously directed staff to retain the Best Best Krieger (BBK) firm to advise the Board and assist staff with matters pertaining to the potential sale of Colusa Medical Center. BBK is the same firm who assisted with lease negotiations with American Advanced Management, formerly American Specialty Healthcare, Inc. and while the attorney who worked with us has since retired, the firm is well suited to assist us.

As part of their conflict search, and to ensure clear guidelines with regard to representation, BBK asked for an advanced conflict waiver concerning water law issues, given their vast practice in this area of law.

The CAO is now seeking ratification of these two documents.

Prior Board Action

Closed session discussions on 2/14/23, 9/26/23, 10/10/23, 3/26/24 and 8/20/24.

Fiscal Impact/Funding Source

Budgeted within the Board's Professional Services line item. Maximum cost unknown but not expected to exceed $20,000.

Action for the Clerk

Assign contract number and file (Include waiver document in filing with contract).

ATTACHMENTS:

- BBK engagement letter (PDF)
- water waiver (PDF)

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Noel Caughman
Partner
(925) 977-3334
noel.caughman@bbklaw.com

October 15, 2024

VIA E-MAIL

Richard Stout, Esq., County Counsel
County of Colusa
605 Jay Street
Colusa, CA 95932

Re: Fee Agreement and Engagement Letter

Dear Mr. Stout:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the County of Colusa ("County") with respect to the sale of Colusa Medical Center (the "Project"). I am pleased to serve as Special Counsel for the County for the Project. This letter constitutes our agreement setting the terms of our representation. If you want us to represent the County and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the County. Similarly, the County will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to the County.

We have checked the following names against our client index: County of Colusa, Colusa Medical Center, and American Advance Management Group. Based on that check, we can represent the County. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

We bring to your attention that Best Best & Krieger LLP represents the County Medical Services Program ("CMSP") Governing Board ("Governing Board") and we have been providing general counsel services to CMSP. We do not now do any work for the Governing Board that conflicts with our representation of the County. However, as you know, the County is a Participating County of CMSP. We are not presently aware of any issue that presents a current

Attachment: BBK engagement letter (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

conflict between the Governing Board and the County, and we do not anticipate our work on the matters described in this letter for the County to present a conflict with our work for the Governing Board. In any case, by execution of this engagement letter, you agree to our continued representation of the Governing Board and that, should a conflict arise, we may continue to represent the Governing Board.

Additionally, accompanying this engagement letter is an advanced waiver letter, which allows BBK to represent other clients on water matters in the future that may involve the County. We request that you sign the advance waiver letter as part of this engagement.

YOUR OBLIGATIONS ABOUT FEES AND INDIVIDUAL RATES

We have already discussed with you the fee arrangement. My current billing rate is $550 per hour.

If other attorneys are called upon to work on this or other matters the might arise, those attorneys will bill at then-current individual public rates which are based on experience and areas of expertise. Hourly rates for those attorneys fall within the following ranges: Partners and Of Counsel range from $305 - $670 per hour; Associates range from $260 - $330 per hour, Paralegals, Clerk and Analysts from $145 - $270 per hour, and Consultants and Government Affairs from $260 - $470 per hour. Our rates are adjusted annually every July 1st, with advanced written notice. Rate adjustments usually follow market trends as well as the Consumer Price Index (CPI) as is appropriate for each of our areas of specialization.

The billing policies are described in the memorandum attached to this letter, entitled "Best Best & Krieger LLP's Billing Policies." You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

Attachment: BBK engagement letter (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return by October 31, 2024, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

Sincerely,

Noel Caughman
of BEST BEST & KRIEGER LLP

NC:rb

AGREED AND ACCEPTED:

By: Wendy L. Tyler

Dated: 10/17/24

Attachment: BBK engagement letter (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from $215 to $985 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from $185 to $325 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: $10 per GB
251GB - 550GB: $8 per GB
551GB - 750GB: $6 per GB
751GB - 1TB: $4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify PracticeSupportServices@bbklaw.com in writing. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided on request.

FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court

Attachment: BBK engagement letter (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

Attachment: BBK engagement letter (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Noel Caughman
Partner
(925) 977-3334
noel.caughman@bbklaw.com

October 15, 2024

Richard Stout, Esq., County Counsel
County of Colusa
605 Jay Street
Colusa, CA 95932

Re: Advance Conflict Waiver re Representation of Other Clients in Water Law Issues

Dear Mr. Stout:

County of Colusa (the "County") has requested that Best Best & Krieger ("BBK") assist the County with the sale of the Colusa Medical Center and other matters as requested (the "County Matters"). BBK also represents a broad range of clients involved in water law issues that may be adverse or potentially adverse to the County in the future. It is possible that BBK may represent additional clients within or surrounding the County on water issues in the future. BBK is not handling any matter adverse to the County at this time, but such conflicts may arise due to BBK representing other clients on groundwater matters related to the same water basin used by the County, or groundwater matters that may have an impact on the water basins used by the County.

This letter is to request an advance waiver from the County so that BBK may represent other clients in the future on water issues adverse or potentially adverse to the County. If we are to represent other clients on water issues adverse to the County, we must still obtain the County's informed written consent to any potential or actual conflict of interest.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides:

(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

. . .

Attachment: water waiver (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

REPRESENTATION OF OTHER CLIENTS IN WATER LAW ISSUES – ADVANCE WAIVER OF CONFLICTS

BBK represents many types of clients in a variety of matters. For many years, water law has been a large part of BBK's practice. BBK advises many of its clients regarding water law issues, such as surface water, ground water, imported water, water transfers, water quality, water rights, and various Delta related matters, such as the Delta Conveyance project. These other BBK clients are routinely involved in water law issues which could directly or indirectly affect water supplies, rights and policies of the County because our other clients may share the same water basins or resources as the County or have an impact on the water basins or resources used by the County.

As far as we know, BBK is not currently representing any other client, on water issues adverse to the County. If another current, or new BBK client has an interest in water issues affecting the County, then BBK might be asked to provide advice and representation on that matter. Such work might include representation concerning groundwater sustainability agencies, transactions, negotiations, representation on CEQA or NEPA issues, administrative hearings before the State Water Resources Control Board or other state or federal agencies, regulatory permitting, disputes, or litigation ("Future Water Matters"), any of which could be adverse to the County's interest in water issues.

If we are representing the County on the County Matters or any other issues, and another client asks BBK to represent it against the County on Future Water Matters, then we would otherwise first need to obtain consent from the County to represent the other client. Because of our lengthy relationship with many of our water purveyor clients, and because such a large part of our practice involves clients with a variety of water issues, we cannot risk refusal of such consent. Therefore, we ask that the County sign this letter giving the County's advanced consent now to any future representation of other current or future BBK clients in Future Water Matters adverse to the County so that we do not need to ask the County for such consent in the future.

As part of this advance consent, BBK shall promptly inform the County in writing of any future representation of a client(s) against or adverse to the County to provide the County the opportunity to determine if it wishes to replace BBK in those circumstances. If the County decides to continue to use BBK as counsel, and BBK agrees to continue representing the County in those circumstances, then we will establish an ethical screen so that the lawyers representing the County do not share any confidential information of the County with other lawyers at BBK and vice versa.

Attachment: water waiver (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

Regardless of the circumstances, BBK will not disclose any confidential information received from the County to any other client of BBK. Likewise, by signing this letter, the County agrees that it will not disclose any confidential the County information to BBK on any issues involving water rights, interests, policy or strategy concerning water issues.

POTENTIAL ADVERSE CONSEQUENCES

Because BBK is not currently representing a client adverse to the County regarding water issues, it is impossible to predict exactly the facts related to any such future conflict, but we do believe it is possible to describe the reasonably foreseeable potential adverse consequences that would arise, which include the following:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to the County may be impaired or clouded by our relationship with other clients.
- There may be an appearance of impropriety in our representation of both clients simultaneously on unrelated matters.
- We may inadvertently disclose confidential information to a client that the County would not like revealed.
- We may be restricted from forcefully advocating the County's position for fear of alienating another client depending upon the circumstances.

THE COUNTY'S CONSENT

If the County agrees to the above, we need an authorized representative of the County to sign this consent letter. This consent will not waive any protection that the County may have with regard to attorney-client communications with us in the County's matters. Those communications will remain confidential and will not be disclosed to any third party without the County's consent.

Please consider this matter carefully, and do not hesitate to contact us if the County has any questions or concerns. The County may wish to confer with independent legal counsel regarding this disclosure and the County's consent, and the County should feel free to do so.

The County's execution of the informed consent form on the following page will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and the County's consent to proceeding with our representation of the County.

Sincerely,

Noel Caughman
of BEST BEST & KRIEGER LLP

Attachment: water waiver (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

CONSENT

By this letter, Best Best & Krieger LLP has explained the existing and/or reasonably foreseeable potential risks and conflict(s) of interest in the above referenced matter, and has informed the County of the possible consequences of this representation and these conflicts. The County understands that it has the right to and has been encouraged to consult with independent counsel before signing this consent, and acknowledges that it has been given sufficient time to do so. Notwithstanding the foregoing, the County hereby consents and agrees to the above.

County of Colusa

By: Wendy S Tyler

Dated: 10/17/24

Attachment: water waiver (10150 : Ratify Agreement with BBK for potetial Hospital Sale)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **October 29, 2024**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Rescind Policy 314 for Department Heads In-County Travel Stipend in Lieu of Resolutions 24-001 and 24-011, which established salaries and benefits via an MOU for Appointed Department Heads and Resolution 24-011, which established salaries and benefits for Elected Department Head; both of which include travel stipends.**

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

Detailed Description/Background of request

On January 2, 2024 the Board of Supervisors adopted Resolution 24-001 establishing an MOU establishing the salary and benefits for Appointed Department Heads, and on March 26, 2024, the Board of Supervisors adopted Resolution 24-011 establishing the salary and benefits for Elected Department Heads.

Both of those Resolutions contained details of Department Head travel stipends outlining a per month flat rate in-county for all elected officials who are not assigned a County vehicle. Those resolutions also contained language that the current resolution rescinds all prior resolutions related to the same; however, neither resolution specifically rescinded the December 15, 2009 policy, *Policy 314 - Department Head In-County Travel Stipends*.

To that end, HR requests a formal Board action to rescind Policy 314: Department Head In-County Travel Stipends, in lieu of Resolutions 24-001 and 24-011.

Prior Board Action

On January 2, 2024 and March 26, 2024, respectively, the Board of Supervisors approved salaries and benefits for both Appointed and Elected Department Heads.

Fiscal Impact/Funding Source

None.

Action for the Clerk
None.

ATTACHMENTS:

- 24-001 Approving the Salary and Benefits Compensation Package for Appoin.._ (PDF)
- Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024 (PDF)

RESOLUTION 24- 01

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR APPOINTED DEPARTMENT HEADS EFFECTIVE OCTOBER 1, 2023

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association, and the Colusa County Management Coalition and the Colusa County Deputy Sheriffs' Association which describes mutually agreed upon terms of compensation and benefits provided to these employees; and

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's Appointed Department Heads for the period of October 1, 2023 through September 30, 2025.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's Appointed Department Heads as described in Attachment A; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 2nd day of January, 2024 by the following vote:

AYES: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

NOES: None.

ABSENT: None.

FOR

Kent Boes, Chairperson
Colusa County Board of Supervisors

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin... (10091 : Rescind Policy 314 for Department Heads

Attachment A

SALARY AND BENEFITS COMPENSATION PACKAGE
APPOINTED DEPARTMENT HEADS

October 1, 2023 – September 30, 2025

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin... (10091 : Rescind Policy 314 for Department Heads

Attachment A

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Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin... (10091 : Rescind Policy 314 for Department Heads

Attachment A

Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Appointed Department Head Unit ("ADHU") and are not represented by any employee organization ("Covered Employees"). Employees assigned to the ADHU may be referenced as "Unrepresented Employees" "Employees" or "DH" and occupy the following positions: County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Community Development Services, Director of Health and Human Services, County Librarian, Director of Public Works, and the Chief Probation Officer. Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. Effective the first full pay-period following October 1, 2023, wages for the bargaining unit will be increased by four percent (4%).

2. Effective the first full pay period following October 1, 2024, wages for the bargaining unit will *not* be increased.

3. In lieu of retro pay, all Appointed Department Head employees will be paid a lump sum amount equivalent to the percentage increases outlined above for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

B. Executive Management Incentive Pay

1. Employees subject to this Agreement, shall receive additional compensation as follows:

   a. Covered Employees shall receive "Executive Management Incentive Pay," of $350.00 per month; and

2. Executive Management Incentive Pay, which recognize the unique nature of executive and management positions, are Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Executive Management Incentive Pay and Management Incentive Pay will be reported to PERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay or Management Incentive Pay are no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

3. Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

C. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel).
NOTE: This rescinds Policy 314: Department Head In-County Travel Stipends (December 15, 2009).

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin..._ (10091 : Rescind Policy 314 for Department Heads

Attachment A

Section 2
Holidays

A. Holidays

Covered Employees are entitled to the paid holidays specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in the Colusa County Personnel. The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Section 3
Leaves

A. Vacation

1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of the Colusa County Personnel Rules.

2. Covered Employees are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. the Colusa County Personnel Rules. (*NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the* Personnel Rules).

   1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

   2) Employees are encouraged and expected to use all vacation in the year in which credited;

   3) Vacation shall be used in no less than fifteen-minute increments;
      a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

   4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

   5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

   6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

   7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin..._ (10091 : Rescind Policy 314 for Department Heads

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

    Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1) Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in the Colusa County Personnel Rules, section 1.108.2(b) et seq. except as follows:

   a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) except that:

      i. Covered Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to the Colusa County Personnel Rules, section 1.108.2(b)(6) et seq. or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

   b. Effective January 1, 2017, Covered Employees who retire from County service with

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin..._ (10091 : Rescind Policy 314 for Department Heads

unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow:

i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Except as provided below, Covered Employees who are compensated for unused sick leave pursuant to paragraphs c.i. through c.iv. above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

1) Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1) Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2) A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin..._ (10091 : Rescind Policy 314 for Department Heads

E. Required Continuing Professional Education Leave

1) Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education.

F. All Leaves Recognized by Law

1) As stated in the Colusa County Personnel Rules section 1.108.2, Covered Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

G. Time Worked While on Leave

1) Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

H. Partial Day Absences

1) In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family- Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

I. Management Leave

Appointed Department Heads shall receive 10-days of Management Leave (either 75 or 80 hours, depending on work week schedule) annually each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next.

Attachment: 24-001 Approving the Salary and Benefits Compensation Package for Appoin..._ (10091 : Rescind Policy 314 for Department Heads

Attachment A

Section 4
Health and Welfare

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

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C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $567.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,485.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS Gold.

      iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,036.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

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iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

   b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

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a. For retirees who were hired before January 1, 2013 and who retired prior to the execution of this document, the County will contribute $128.26.

b. For employees who were hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26.

c. The County will continue to contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired by a CalPERS employer on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a. Safety

- CalPERS 3% @ 50 retirement formula
- Single highest year compensation
- Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

b. Miscellaneous

- 3% @ 60 retirement formula
- Single highest year compensation
- Employee shall pay the 8% member contribution

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2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

   a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

   b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

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C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For Appointed Department Heads up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

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C. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

D. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework, unless additional time is approved by the Board of Supervisors. (Appendix C)

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or the Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees are at-will employees and serve at the pleasure of the appointing authority.

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Attachment A

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves CAO flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

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Attachment A

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.

The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

   1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

   2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

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3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency- / Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

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Attachment A

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum. Additional days may be given with Board of Supervisors approval.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

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The CAO may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. **Position Eligibility**
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by the CAO.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. **Employee Eligibility**
An employee may be suitable for remote work when in the discretion of the CAO, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, *unless additional days are approved by the Board of Supervisors*, and on a

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recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the CAO, if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

e. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

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their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify the CAO and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by the CAO or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The CAO may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

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additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem, employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to the CAO.

b. CAO and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to the CAO.

d. CAO will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. CAO will indicate approval or denial on both forms. If the application is denied, the CAO will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the CAO and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and CAO will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. CAO will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

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i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by the CAO to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. The CAO may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the CAO or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the CAO.

    a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the CAO.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

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allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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RESOLUTION 24-011

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING THE SALARY AND BENEFITS FOR ELECTED DEPARTMENT HEADS

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's Elected Department Heads effective March 26, 2024, with no expiration date.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby approves the wages and benefits for the unrepresented County employees who are elected or appointed to an elected position, identified as Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector as described in Attachment A; and

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors; and

BE IT FURTHER RESOLVED, this Resolution shall nullify any prior Resolutions of the Board of Supervisors with regard to wages and benefits for the unrepresented County employees referenced above.

RESOLUTION PASSED AND ADOPTED this 26th day of March, 2024 by the following vote:

AYES: Supervisor Janice A. Bell, J. Merced Corona, Daurice K. Smith, Kent S. Boes and Gary J. Evans.

NOES: None.

ABSENT: None.

Gary J. Evans, Chairperson
Colusa County Board of Supervisors

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

By: _____
Tiffany Jorgensen, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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Attachment A

This Attachment A to the Resolution adopted March 26, 2024 sets forth the wages and benefits for the unrepresented County employees who are elected or appointed to an elected position – Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. For the purposes of this document, they will be referred to collectively as "Covered Employees" or "Employees". The positions of Assessor, Auditor-Controller, Clerk-Recorder, District Attorney and Treasurer-Tax Collector will be designated as "Non-Safety" and the position of Sheriff-Coroner will be designated as "Safety".

Section 1
Salaries

A. Salaries

1. Effective January 1, 2024 the wages of all Covered Employees shall be brought to Median Mid-point as documented in the March 2024 update of the December 2023 Salary Survey attached as Appendix A. The current salary step system for elected officials and all prior resolutions shall be nullified upon adoption of a resolution containing these provisions.

2. Effective January 1, 2024 incumbent Elected Officials will receive an experience base salary adjustment based on their years of "relevant public service." Relevant public service shall mean time spent in California County/City/State service, prior to initially assuming or being elected to office, with a strong nexus to the office. Time in elected office shall *not* apply to any experience adjustments.

   The years of service thresholds are as stipulated below:
   Minimum 5 years – 2.5% of base salary
   Minimum 10 years – 5.0% of base salary
   Minimum 15 years – 7.5% of base salary

3. The receipt of the base salary adjustment shall require a subsequent Board action (brought forth as an agenda item by HR), following an individual's initial assumption or election to office.

4. If an incumbent's salary is greater than the base salary, plus any relevant experience base salary adjustment, no adjustments to salary will be made.

5. Commencing January 2026, each elected position's base salary shall be adjusted at the same percentage and time as the Board of Supervisors salary adjustments occur

B. Executive Management Incentive Pay

1. Each Covered Employee who was hired before January 1, 2013 shall receive additional compensation entitled, "Executive Management Incentive Pay," of $435.00 per month.

2. Employees who are hired or promoted into or who leave a position covered by this document shall have this benefit pro-rated according to the period of time they were actually assigned to the covered position.

3. Executive Management Incentive Pay, which recognizes the unique nature of management positions, is Special Compensation as that term is defined in Section 571 of

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the California Code of Regulations (CCR). As such, Management Incentive Pay will be reported to PERS. If, during the life of this document, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay is no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

4. Covered Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

Section 2
Health and Welfare

The County provides the health and welfare benefits identified in the Colusa County Personnel Rules to all Covered Employees subject to the terms which follow:

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Care Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to Government Code section 22892 (a) the County will contribute the statutory minimum employer contribution (MEC) on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Covered Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.
2. Except as provided herein, Covered Employees shall be required to purchase dental

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insurance through the County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Covered Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

a. Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County will make Cafeteria Plan available to all Covered Employees. At a minimum, the County Cafeteria Plan will provide non-elective County contributions that may be used to pay all or a portion of the monthly premium for county-sponsored group health insurance, and the pre-tax payments of the employee share of county-sponsored group health insurance premiums. The County Cafeteria Plan will also include a Flexible Spending Account and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow

2. Employees Hired Before January 1, 2013.

   a. Effective with the December 1, 2023 paycheck,-the County will make the below listed non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute a maximum of $482.75 a month.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of $1,400.49 a month.

      iii. For employees who are enrolled in family coverage, the County will contribute a maximum of $1,951.14 a month.

   b. Effective December 1, 2024 the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3.,sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of $482.75 a month or a dollar amount sufficient that when

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combined with the MEC is equivalent to the actual premium, minus $435, for employee only coverage based on CalPERS select.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of $1,400.49 a month or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for employee plus one coverage based on CalPERS select.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of $1,951.14 a month or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $435, for family coverage based on CalPERS select.

3. Employees Hired After December 31, 2012 Covered Employees.

a. Effective with the December 1, 2023 paycheck, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

i. For employees who are enrolled in employee only coverage, the County will contribute a maximum of $917.75 a month.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute a maximum of $1,835.49 a month.

iii. For employees who are enrolled in family coverage, the County will contribute a maximum of $2,386.14 a month.

4. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

5. In subsequent years, the Cafeteria plan offered to the Elected Officials will be equivalent to the Appointed Department Heads, excluding executive management incentive pay. .

D. Cash-In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored PERS health benefits, the County will provide monthly cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

b. Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $374 per month for Non-Safety Covered Employees

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and $274.00 per month for Safety Covered Employees. Effective January 1, 2025 all Employees will receive $400 per month.

2. It is specifically understood that the cash-in-lieu benefits provided pursuant to this Agreement are subject to the ACA compliance provision detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For employees hired before January 1, 2013 and who retired prior to the execution of this document, the County will continue to contribute $128.26 per month to the retiree's HRA. This retiree HRA contribution is separate from and in addition to the PEMHCA Minimum Employer Contribution (MEC).

   b. For Employees hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26 per month, less any future increases to the MEC, to the retiree's HRA, so that the combination of the MEC and the retiree HRA contribution does not exceed $267.26 per month. This retiree HRA contribution is separate from the MEC.

   c. Employees hired after January 1, 2013 and who subsequently retire are not eligible for the $128.26 retiree HRA contribution provided herein. Such retirees receive only the MEC.

2. County will contribute $50 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active employee. This contribution is in addition to any excess cafeteria funds. Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

1. It is the intent of the Parties to comply with legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined

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that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply.

2. If the actions deemed necessary to comply with the legislative and regulatory requirements impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 3
Retirement

A. Retirement Plans

1. Miscellaneous Employees

   a. Subject to all rules and procedural requirements of PERS, Covered Miscellaneous Employees who are hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2% at age 62 Plan pursuant to California Government Code (Government Code) Section 7522.20, with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. For Covered Miscellaneous Employees hired prior to January 1, 2013 the County will continue to contract with PERS for the 3% at age 60 Plan pursuant to Government Code Section 21354.3, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

2. Safety Employees

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS), Covered Safety Employees hired after December 31, 2012 who are "New Members" as that term is defined by PERS, shall be enrolled in the 2.5% at age 57 Plan pursuant to Government Code Section 7522.25(c), with final compensation based on the highest average annual compensation paid over a consecutive three-year period.

   b. Subject to all rules and procedural requirements of PERS, including those that require certain optional benefits be made available to members of pooled plans, for Covered Safety Employees hired prior to January 1, 2013, the County will continue to contract with PERS for the 3% at age 50 Plan pursuant to Government Code Section 21362.2, with final compensation based on the highest paid consecutive twelve (12) months pursuant to Government Code Section 20042.

3. Optional Benefits

   a. To the extent allowable by PERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous and Safety employees pursuant to Government Code Section 21024.
   b. To the extent allowable by PERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

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B. Retirement Plan Contributions

1. County Contributions

   a. Subject to all rules and procedural requirements of California Public Employees' Retirement System (PERS) the County will pay the employer's share of PERS contributions, pursuant to the provisions of Sections 2 and 3, below.

2. Employee Contributions - New Members

   a. Covered Employees who are "New Members" as that term is defined by PERS, shall contribute to PERS an amount equal to one-half of the normal cost of the Plan to which they are enrolled.

3. Employee Contributions - Classic Members

   a. Classic Safety Member employees shall contribute twelve percent (12%) to PERS. The employee member contribution is 9%. An additional cost sharing pension contribution of three percent (3%) shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the County shall implement a PERS contract amendment to reflect a member contribution of twelve percent (12%). If the county fails to initiate the contract amendment before September 1, 2020, Classic Members shall discontinue paying the additional three percent (3%) contribution.

   b. Beginning on July 1, 2016, subject to all the rules and procedural requirements of PERS, Covered Employees who are Classic Members as that term is defined by PERS shall increase their contribution to PERS by an amount equal to one-half of any general wage increase provided to such employees not to exceed the cap on such contributions established by Government Code Section 20516.5 (b), with such increase in PERS contributions to be effective on the same date as the general wage increase. This provision will then be applied to each subsequent general wage increase provided to the Classic Members of this bargaining unit until such time that employees are contributing an amount equal to one-half of the normal cost of the PERS Plan to which they are enrolled, not to exceed the cap on such contributions established by Government Code Section 20516.5 (b). It is understood that the final application of this Section could result in an increased employee contribution that is less than one-half of the corresponding general wage increase. It is further understood that this provision shall not be applied to classification-specific equity adjustments.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan

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sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective January 1, 2024, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   i. For Elected Department Officials up to $100.00 per month. To qualify for matching contributions, elected department officials must contribute an amount equal to or greater than the plan minimum contribution.

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 4
Miscellaneous

A. Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the employee to maintain his/her current position, reimbursement may be sought from his/her employer upon proof of successful completion of tests or other requirements.

B. Vehicle Allowance.

1. Effective January 1, 2024 the County shall contribute a $250.00 per month vehicle allowance for in-county travel. Any elected official that is assigned a County take home vehicle will not receive a vehicle allowance.

Section 5
PERSONNEL RULES

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of Colusa County Personnel Rules.

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APPENDIX A

County of Colusa

Elected Department Head Salary Survey Report

Revised March 2024

Prepared by:

Kim Catacutan
Human Resources Consultant
Catacutan Consulting, LLC

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INTRODUCTION

Colusa County engaged the services of Catacutan Consulting, LLC, to conduct a salary survey of their elected department heads. The primary goal of this project was to compare the base salaries of the County's six elected department heads to the relevant labor market, which consists of nine predetermined comparator counties: Amador, Butte, Glenn, Lake, Shasta, Sutter, Tehama, Yolo, and Yuba.

The salary data for each comparator county was found online, including a review of their class specifications, salary schedules, budgets, and organizational charts. Colusa County's classifications were matched to the most similar classifications at the comparator counties. The comparator median was calculated for each classification because it is less likely to be affected by outliers and extreme values.

Elected department head classifications have 23 salary steps, and new employees are placed at step 6 when they start working with the County. For elected department head classifications, steps 1 and 6 were compared to the labor market minimum salary, and steps 6, 10, and 23 were compared to the labor market maximum salary. The incumbents' actual salaries on August 15, 2023, were also compared to the labor market minimum and maximum salaries.

All of the elected department head classifications are compensated for 37.5 hours per week, with the exception of the Sheriff/Coroner, which is compensated for 40 hours per week. For a 37.5-hour classification, there are typically three options to ensure that the survey compares apples to apples, so to speak, at the comparator agencies: (1) compare hourly salaries at all agencies; (2) if monthly or annual salaries are compared, convert the comparator salaries to 162.5 hours per month or 1950 hours per year; or (3) convert the County's salary to 173.33 hours per month or 2080 hours per year. This salary survey compared hourly salaries rather than monthly or annual salaries.

It should be noted that all of the comparator salaries appear to be based on a 40-hour work week. An FLSA-exempt, salaried employee is paid the same amount, whether they work 30 hours or 50 hours per week; therefore, an argument could be made to compare the monthly salaries, independent of the weekly working hours of the classification. That said, when other agencies include Colusa County in their salary surveys, they will likely account for the 37.5-hour work week displayed on the salary schedules. If the County expects employees in 37.5-hour classifications to work 40 hours per week, they should be categorized as 40-hour classifications.

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SALARY SURVEY RESULTS

Summary of Results

Below is a brief summary of the salary survey results for the elected department head classifications:

- At step 1, all six classifications are at or below the labor market minimum.
- At step 6, two of the six classifications are more than 10% below the labor market maximum:
    1. Sheriff/Coroner (-15.57%)
    2. Treasurer/Tax Collector (-24.91%)
- At step 15, none of the classifications are more than 10% below the labor market maximum.
- All elected department head classifications are significantly below the labor market minimum at step 1 and significantly above the labor market maximum at step 23.

On the tables in this report, green font means the County's salary is more than 10% above the labor market; red font means it is more than 10% below the labor market; and black font means it is within 10% of the labor market.

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Elected Department Head Salaries

The tables below show: (1) the percentage Colusa County's elected department head classifications are above or below the labor market at salary steps 1, 6, 10, 15, and 23; and (2) the percentage Colusa County's incumbents' salaries are above or below the labor market.

There is a clear pattern for all elected department head salary ranges: step 1 is significantly below the labor market minimum, and step 23 is significantly above the labor market maximum. For all elected department head classifications, there is only $2 to $3 per hour difference between the labor market median minimum and maximum salaries.

All elected department head incumbents, except Treasurer/Tax-Collector, have current actual salaries that are within 10% of the labor market maximum.

Classifications

Elected Department Head	Colusa Step 1: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Minimum	Colusa Step 6: % Above or Below Median Maximum	Colusa Step 10: % Above or Below Median Maximum	Colusa Step 15: % Above or Below Median Maximum	Colusa Step 23: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	-24.92%	-3.82	-6.44%	3.30%	16.89%	42.45%
AUDITOR/CONTROLLER	-21.10%	1.07	-2.98%	7.11%	21.20%	47.71%
COUNTY CLERK/RECORDER	-26.87%	-6.31	-9.03%	0.46%	13.68%	38.56%
DISTRICT ATTORNEY	-24.44%	-3.54	-3.54%	6.50%	20.51%	46.87%
SHERIFF/CORONER	-31.57%	-12.64	-15.57%	-6.79%	5.47%	28.54%
TREAS/TAX COLL-PUB GUARD	-39.67%	-22.87	-24.91%	-17.09%	-6.16%	14.38%

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

Incumbents

Elected Department Head	Median Minimum	Median Maximum	Incumbent: Actual Salary	Incumbent: % Above or Below Median Minimum	Incumbent: % Above or Below Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$76.14	6.19%	3.29%
AUDITOR/CONTROLLER	$73.49	$76.56	$76.14	3.60%	-0.55%
COUNTY CLERK/RECORDER	$70.04	$72.13	$65.62	-6.30%	-9.02%
DISTRICT ATTORNEY	$95.71	$95.71	$92.32	-3.54%	-3.54%
SHERIFF/CORONER	$95.51	$98.83	$92.12	-3.55%	-6.79%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$102.44	43.19%	39.39%

Note: The maximum salary for the Treasurer/Tax Collector-Public Guardian classification is $84.06 at step 23 (as shown on pages 7 and 23). The incumbent has been in his position at Colusa County for almost 37 years and has received a salary increase each year, resulting his current salary of $102.44, which is 21.87% above step 23.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

OBSERVATIONS

Several observations were made throughout this salary survey:

1. The 23-step salary range is too broad. The County should consider reducing the salary ranges to six steps with 5% between each step.

2. Overall, the County's minimum salaries for elected department heads are too low. At step 1, all elected department head classifications are more than 20% below the labor market minimum. The County should consider increasing the minimum salaries for elected department head classifications.

3. All elected department head classifications are above the labor market at the top of their respective salary ranges. The County should consider ensuring that salary ranges are more in line with the labor market.

Appropriate salary ranges are typically determined by analyzing a variety of information, such as labor market data, internal equity and classification relationships, recruitment and retention challenges, the agency's ability to pay, and community acceptance of the salaries. The Human Resources Department, the County Administrative Office, and employee organizations collaborate, negotiate, and agree upon the salary ranges that are recommended to the Board of Supervisors for final approval.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

APPENDIX A: Salary Survey Summary

Colusa's Classifications: Percentage Salaries are Above or Below the Labor Market

For each elected department head classification, the table below shows the labor market median minimum and maximum hourly salaries, and the percentage Colusa County is above or below the labor market median at various salary steps (1, 6, 10, 15, and 23).

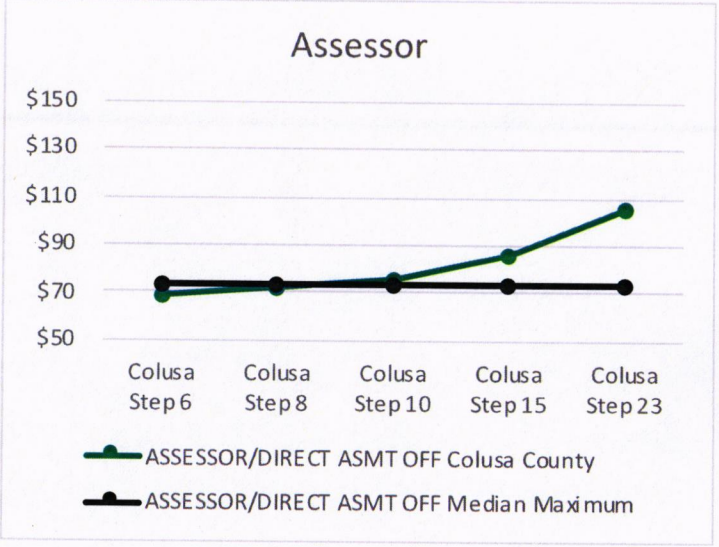
Department Head	Market Median		Step 1		Step 6		Step 10		Step 15		Step 23	
	Median Minimum	Median Maximum	Colusa Step 1	% +/- Median Minimum	Colusa Step 6	% +/- Median Maximum	Colusa Step 10	% +/- Median Maximum	Colusa Step 15	% +/- Median Maximum	Colusa Step 23	% +/- Median Maximum
ASSESSOR/DIRECT ASMT OFF	$71.70	$73.71	$53.83	-24.92%	$68.96	-6.44%	$76.14	3.30%	$86.16	16.89%	$105.00	42.45%
AUDITOR/CONTROLLER	$73.49	$76.56	$57.98	-21.10%	$74.28	-2.98%	$82.00	7.11%	$92.79	21.20%	$113.09	47.71%
COUNTY CLERK/RECORDER	$70.04	$72.13	$51.22	-26.87%	$65.62	-9.03%	$72.46	0.46%	$82.00	13.68%	$99.94	38.56%
DISTRICT ATTORNEY	$95.71	$95.71	$72.32	-24.44%	$92.32	-3.54%	$101.93	6.50%	$115.34	20.51%	$140.57	46.87%
SHERIFF/CORONER	$95.51	$98.83	$65.36	-31.57%	$83.44	-15.57%	$92.12	-6.79%	$104.24	5.47%	$127.04	28.54%
TREAS/TAX COLL-PUB GUARD	$71.54	$73.49	$43.16	-39.67%	$55.18	-24.91%	$60.93	-17.09%	$68.96	-6.16%	$84.06	14.38%

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

APPENDIX B: Salary Survey Details by Classification

Assessor/Director of Assessment Office

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Assessor	$73.71	$73.71
Butte	Assessor	$72.25	$81.77
Glenn	Assessor/Clerk/Recorder	$52.63	$63.97
Lake	Assessor/Recorder	$62.84	$62.84
Shasta	Assessor/Recorder	$78.43	$78.43
Sutter	County Assessor	$64.40	$74.06
Tehama	Assessor	$71.70	$71.70
Yolo	Assessor/Clerk/Recorder/Registrar of Voters	$98.98	$98.98
Yuba	Assessor	$69.21	$69.21
Colusa	**ASSESSOR/DIRECT ASMT OFF**	**$53.83**	**$105.00**
Comparator Median		$71.70	$73.71
% Colusa is +/- Median		-24.92%	42.45%
% Median is +/- Colusa		33.20%	-29.80%
Number of Matches		9	9
Rank in Market		9	1

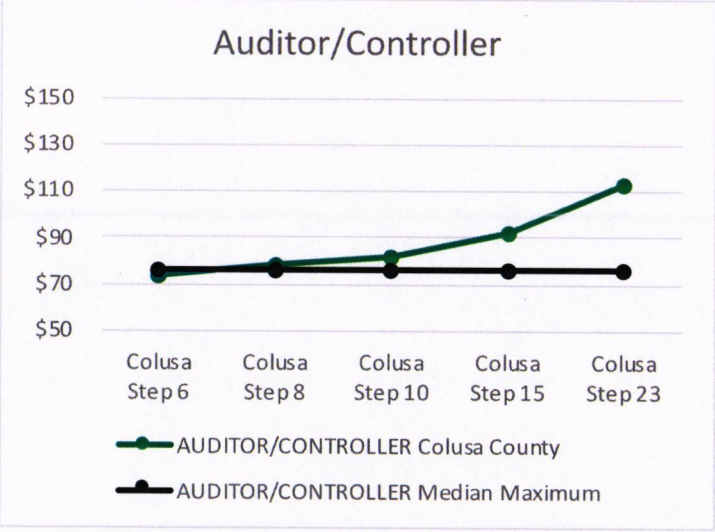


Note: If the Clerk, Recorder, or Registrar function is combined with another department, the match was made with the other department (e.g., Assessor or Auditor-Controller). If all four of the classifications above that include Clerk, Recorder, or Registrar were removed from the data, the median values and percentages would not change.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

Auditor-Controller

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Auditor	$73.71	$73.71
Butte	Auditor-Controller	$73.70	$83.41
Glenn	Director of Finance [1]	$63.00	$76.56
Lake	Auditor-Controller/County Clerk	$72.87	$72.87
Shasta	Auditor-Controller	$77.38	$77.38
Sutter	Auditor-Controller	$67.39	$77.50
Tehama	Auditor-Controller	$73.49	$73.49
Yolo	Chief Financial Officer [1]	$81.45	$99.00
Yuba	Auditor-Controller	$69.21	$69.21
Colusa	**AUDITOR/CONTROLLER**	**$57.98**	**$113.09**
Comparator Median		$73.49	$76.56
% Colusa is +/- Median		-21.10%	47.71%
% Median is +/- Colusa		26.75%	-32.30%
Number of Matches		9	9
Rank in Market		10	1

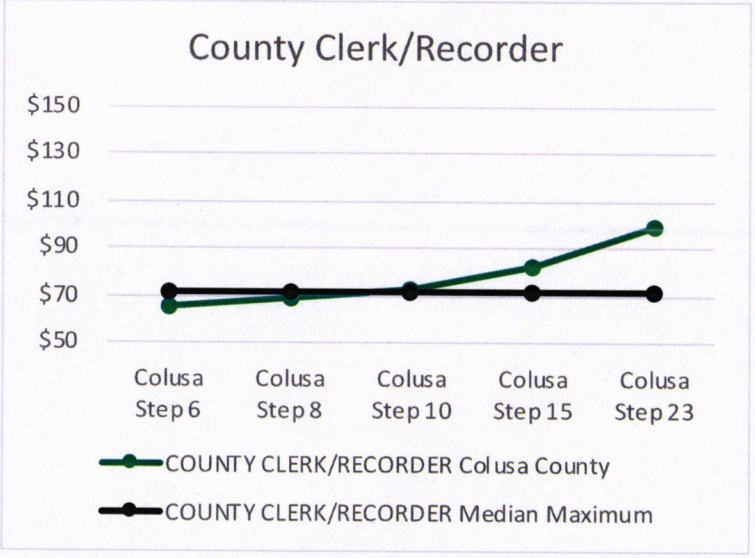


[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer are over their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller. If the classifications are removed from the data above, the minimum salary column would not change, and the median maximum salary would decrease to $73.71, placing Colusa County 53.43% above the median.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

County Clerk/Recorder

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Clerk-Recorder	$73.71	$73.71
Butte	Clerk-Recorder	$70.13	$79.37
Glenn	No match [1]	n/a	n/a
Lake	No match [2]	n/a	n/a
Shasta	County Clerk [3]	$70.56	$70.56
Sutter	County Clerk-Recorder	$63.64	$73.76
Tehama	Clerk and Recorder	$69.95	$69.95
Yolo	No match [4]	n/a	n/a
Yuba	County Clerk-Recorder	$69.21	$69.21
Colusa	**COUNTY CLERK/RECORDER**	**$51.22**	**$99.94**
Comparator Median		$70.04	$72.13
% Colusa is +/- Median		-26.87%	38.56%
% Median is +/- Colusa		36.74%	-27.83%
Number of Matches		6	6
Rank in Market		7	1

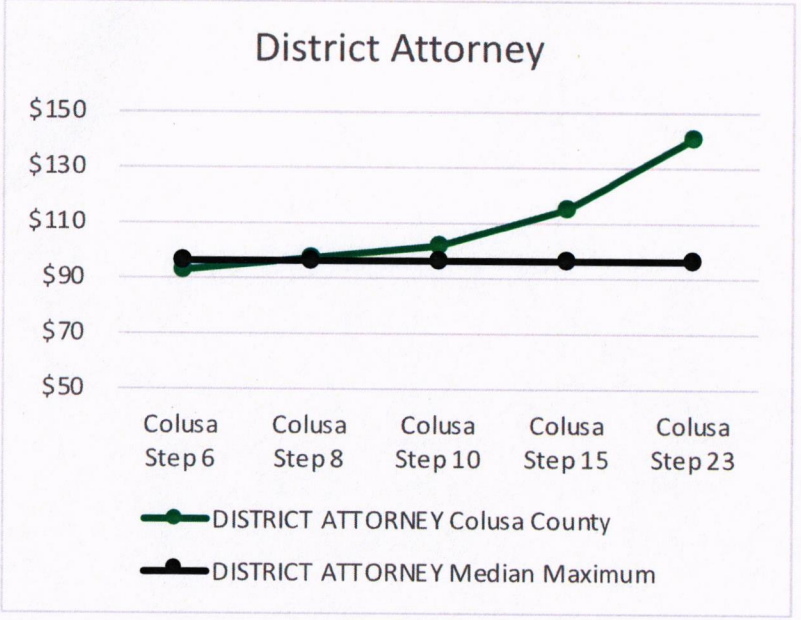


[1] Glenn County has an Assessor/Clerk/Recorder that was matched with Colusa County's Assessor classification. They have an Assistant Clerk-Recorder ($39.02-$47.42).
[2] Lake County has an Auditor-Controller/County Clerk that was matched with Colusa County's Auditor-Controller. They have a Registrar of Voters ($44.47-$54.05).
[3] Shasta County's Recorder function is combined with their Assessor.
[4] Yolo County has an Assessor/Clerk/Recorder/Registrar of Voters that was matched with Colusa County's Assessor.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

District Attorney

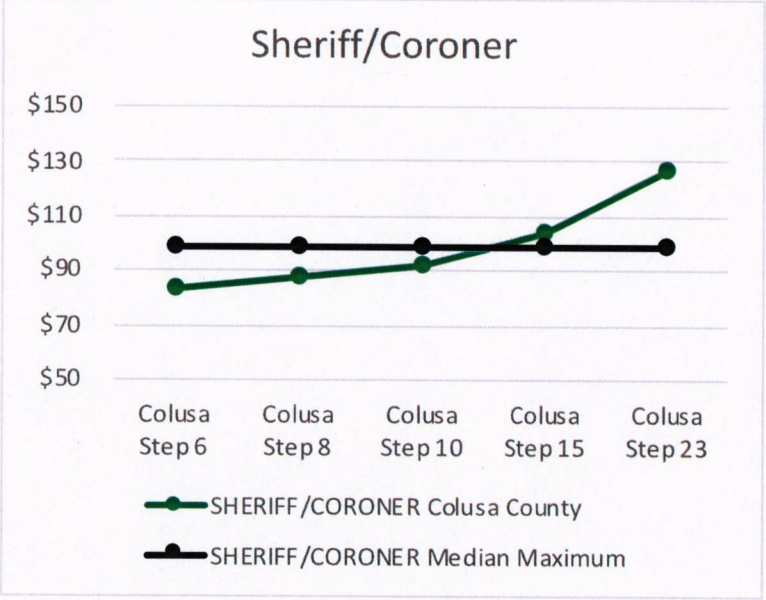
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	District Attorney	$85.04	$85.04
Butte	District Attorney	$99.34	$112.43
Glenn	District Attorney	$72.08	$87.60
Lake	District Attorney	$80.44	$80.44
Shasta	District Attorney	$103.32	$103.32
Sutter	District Attorney	$81.88	$94.16
Tehama	District Attorney	$101.30	$101.30
Yolo	District Attorney	$127.26	$127.26
Yuba	District Attorney	$95.71	$95.71
Colusa	**DISTRICT ATTORNEY**	**$72.32**	**$140.57**
Comparator Median		$95.71	$95.71
% Colusa is +/- Median		-24.44%	46.87%
% Median is +/- Colusa		32.34%	-31.91%
Number of Matches		9	9
Rank in Market		9	1



Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

Sheriff/Coroner

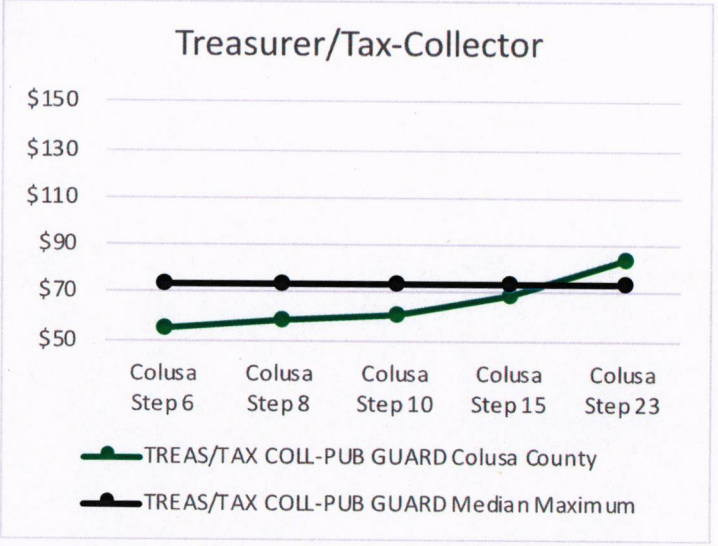
Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Sheriff-Coroner	$88.15	$88.15
Butte	Sheriff-Coroner	$97.19	$109.99
Glenn	Sheriff/Coroner	$72.80	$88.48
Lake	Sheriff-Coroner	$80.44	$80.44
Shasta	Sheriff-Coroner	$104.05	$104.05
Sutter	Sheriff-Coroner	$95.51	$110.69
Tehama	Sheriff/Coroner	$98.83	$98.83
Yolo	Sheriff Coroner Public Administrator	$121.36	$121.36
Yuba	Sheriff-Coroner	$91.51	$91.51
Colusa	**SHERIFF/CORONER**	**$65.36**	**$127.04**
Comparator Median		$95.51	$98.83
% Colusa is +/- Median		-31.57%	28.54%
% Median is +/- Colusa		46.13%	-22.21%
Number of Matches		9	9
Rank in Market		10	1



Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

Treasurer/Tax Collector-Public Guardian

Comparator County	Classification Title	Minimum Salary	Maximum Salary
Amador	Treasurer-Tax Collector	$73.71	$73.71
Butte	Treasurer-Tax Collector	$71.54	$80.96
Glenn	No match [1]	n/a	n/a
Lake	Treasurer-Tax Collector	$61.30	$61.30
Shasta	Treasurer-Tax Collector-Public Administrator	$77.21	$77.21
Sutter	Treasurer-Tax Collector	$61.65	$70.90
Tehama	Treasurer/Tax Collector	$73.49	$73.49
Yolo	No match [1]	n/a	n/a
Yuba	Treasurer-Tax Collector	$69.21	$69.21
Colusa	**TREAS/TAX COLL-PUB GUARD**	**$43.16**	**$84.06**
Comparator Median		$71.54	$73.49
% Colusa is +/- Median		-39.67%	14.38%
% Median is +/- Colusa		65.76%	-12.57%
Number of Matches		7	7
Rank in Market		8	1



[1] Glenn County's Director of Finance and Yolo County's Chief Financial Officer direct their Auditor-Controller and Treasurer-Tax Collector functions. Those classifications were determined to be the most similar to Colusa County's Auditor-Controller.

Attachment: Reso 24-011 Establishing the Salary and Benefits for Elected Department Heads 03262024

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**Community Development Department**
FROM:	**Greg Plucker**
SUBJECT:	**Approve the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank Credit Reservation and Discount Agreement**

Approve the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank Credit Reservation and Discount Agreement.

Detailed Description/Background of Request

Westervelt Ecological Services, LLC has obtained Use Permit approval for the establishment of a Habit Mitigation Bank for the Valley Elderberry Longhorn Beetle (VELB) on approximately 13.3 acres of land located at 4075 River Road (012-270-058), approximately 3.5 miles north of the City of Colusa. General Plan Policy CON 1-3 specifies that habitat and/or wildlife easements proposed in Colusa County for the loss of open space or habitat in other jurisdictions will only be allowed if certain conditions are met. One of these conditions is that the purchase of mitigation credits must be prioritized for local development. The Board has previously considered that this prioritization was accomplished by reserving credits at a discounted rate for use by Colusa County or its assigns. This occurred in June of 2013 with the Westervelt Giant Gartersnake and Wetlands mitigation bank and in May of 2017 with the Butte Sink Salmon and Steelhead mitigation bank.

The Use Permit approval (Attachment #1) is conditioned upon the Board of Supervisors approving and entering into a Mitigation Bank Reservation and Discount Agreement with the mitigation bank owner to reserve discounted credits for County use or assignment.

Discussion

As detailed in the reservation and discount agreement (attached), a total of 10 credits will be reserved for sale to the County at a 20 percent discount, or another public entity which the County may assign the credits to, for public projects in Colusa County. Depending on the timing of when and whether the County exercises its purchase rights, the following purchase options are available to the County:

1.) Exercise purchase option within 5 years of mitigation bank approval.

The County may exercise its reservation (or assign this reservation to another public agency) to purchase 10 credits at a 20 percent within 5 years of the date that the regulatory agencies approve the mitigation bank. Should this purchase take place during this time, the County has the right to purchase additional credits, if available at the time of such request, at a 10 percent discount. This additional purchase right can also be assigned in the County's sole discretion.

2.) Only County credits remaining within 5 years of mitigation bank approval.

Should the County's credits be the only credits remaining within 5 years, the owner shall provide the County with a 60-day notice to exercise its option. Upon failing to exercise the options, the Owner may sell the remaining credits. However, 20 percent of the gross revenues shall be paid to the County within 30 days of the sale.

3.) Purchase of credits after 5 years of mitigation bank approval.

If County has not purchased its credits within 5 years, the owner has the right to terminate the reservation and discount agreement and may proceed to sell the remaining credits. Upon the sale of the last 10 credits (the County's credits), the owner will pay to the County 20 percent of the gross revenues within 30 days. Please note that this sale and payment may occur soon after the 5 year period, or could occur a number of years after the 5 year period. However, given the demand for VELB credits, staff anticipates that the credits will be sold within the 5 year reservation period.

Prior Board Action

None with respect to this item.

Fiscal Impact/Funding Source

VELB credits are currently selling for approximately $5,000 a credit. The County's discount represents approximately $10,000 in savings if it were to purchase, or assigns, its reserved credits. In addition, should the County (of its assigns) purchase additional credits, if available, during the 5 year reservation period, each credit would be discounted by 10 percent, or approximately $500 based on the current credit retail price.

Action for the Clerk

Obtain the Chair's signature on two copies of the reservation and discount agreement and forward them to Dayna Winchell, Senior Conservation Planner, Westervelt Ecological Services, LLC, 3636 American River Drive, Suite 120, Sacramento, California 95864. Ms. Winchell will obtain the necessary signatures and return one copy of the executed agreement.

ATTACHMENTS:

- Sacramento River VELB Mitigation Bank Reservation and Discount Agreement (DOCX)
- Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (PDF)
- 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (PDF)

RESERVATION AND DISCOUNT AGREEMENT FOR SALE OF APPROVED VALLEY ELDERBERRY LONGHORN BEETLE BANK CREDITS (Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank)

This Reservation and Discount Agreement for Sale of Approved Valley Elderberry Longhorn Beetle Bank Credits (the "**Agreement**") is entered into this29th day of October 2024 (the "**Effective Date**"), by and between WESTERVELT ECOLOGICAL SERVICES, LLC, a Delaware limited liability company ("**Mitigation Site Owner**") and COLUSA COUNTY, a political subdivision of the State of California ("**County**"), each referred to as a "**Party**" and jointly referred to as the "**Parties**," as follows:

RECITALS

A. The Mitigation Site Owner is in the process of developing and obtaining resource agency approvals for the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank (the "**Bank**") located in Colusa County, California.

B. Specifically, Mitigation Site Owner is seeking approval from the United States Fish and Wildlife Service ("**Service**") to sell conservation credits (each a "**Conservation Credit**" and collectively the "**Conservation Credits**") from the Bank (including the County Credits, as defined below), pursuant to the Bank Enabling Instrument that will be entered into for the Bank (the "**Bank Agreement**").

C. The Mitigation Site Owner is planning to implement the Bank in order to sell Conservation Credits to development projects that have environmental impacts which require compensatory mitigation. The exact number of Conservation Credits that will ultimately be secured is currently unknown due to the uncertainty of the review and approval processes by the Service. However, it is anticipated that there will be sufficient Conservation Credits to sell the County Credits (as defined below) to the County.

D. County desires the Mitigation Site Owner to reserve ten (10) Conservation Credits from the Bank (the "**County Credits**"), for sale to the County, or other public entities to which the County may in its sole discretion assign it mitigation credit purchase rights in whole or part ("**Assigns**") for public projects located in Colusa County, in accordance with the terms and conditions set forth herein.

E. Mitigation Site Owner desires to offer a discount on sales of County Credits to the County or its Assigns with respect to any County Credits subject to the reservation as described in Recital D above and sold by Mitigation Site Owner to County or its Assigns in accordance with the terms and conditions set forth herein.

Attachment: Sacramento River VELB Mitigation Bank Reservation and Discount Agreement (10108 : Sacramento River Valley Elderberry

NOW, THEREFORE, the Parties hereby agree as follows:

1. Reservation of County Credits for County Projects. Mitigation Site Owner hereby agrees to reserve the County Credits from the Bank in accordance with this Agreement. The above-described County Credits (i.e., 10 Conservation Credits) shall be reserved for a total period of five (5) years from the date that the Mitigation Site Owner notifies County in writing that it has obtained approval of Bank from the Service (the "**Reservation Period**"). However, in the event the remaining reserved County Credits are the only remaining available credits at the Bank prior to the conclusion of the five (5) year Reservation Period, Mitigation Site Owner shall provide the County with notice of Mitigation Site Owner's intent to close the Bank and right-of-first-refusal within sixty (60) days. Thereafter, County shall either exercise the right-of-first-refusal to purchase up to the remaining reserved County Credits or relinquish the remaining reserved County Credits within the 60-day period. If the County declines purchase all of the remaining reserved County Credits within such 60-day period, the Mitigation Site Owner may sell the remaining unpurchased previously-reserved County Credits (the "**Bank Closure Unpurchased Credits**") to any willing third-party to facilitate closure of the Bank, and shall have no further obligation to reserve or transfer such Bank Closure Unpurchased Credits to the County; provided, however, that after Mitigation Site Owner's sale of the remaining Bank Closure Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Bank Closure Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner.

2. Discount on Bank Credit Sales to County; Closings.

(a) Discount. Mitigation Site Owner hereby agrees that any County Credits reserved pursuant to Section 1 above and purchased by County or its Assigns will be offered to the County or its Assigns at a twenty percent (20%) discount from the retail price of the Conservation Credits (the "**Retail Price**"). The Retail Price shall be determined based upon the Mitigation Site Owner's then-current retail rate sheet for a private sale of such type/amount of Conservation Credits. In addition, if during the Reservation Period and after all of the reserved County Credits are purchased by the County or its Assigns, County or its Assigns may purchase additional Conservation Credits from the Bank from the Mitigation Site Owner if available at the time of such request, and any such purchase of additional Conservation Credits shall be offered to the County or its Assigns at a ten percent (10%) discount from the Retail Price.

(b) Closing Dates. The parties agree that the County Credits may be purchased at multiple closings in multiple phases, based upon the Conservation Credit release dates, as more particularly described below (each a "**Closing**" to occur on a "**Closing Date**"). For the purposes of this Agreement, each **"Closing Date"** shall be for the number of County Credits mutually agreed to by Mitigation Site Owner and County and shall occur on a date mutually agreed to by Mitigation Site Owner and County and that shall be after the date that Mitigation Site Owner notifies County in writing that it has obtained

Attachment: Sacramento River VELB Mitigation Bank Reservation and Discount Agreement (10108 : Sacramento River Valley Elderberry

approval of Bank that can provide the applicable County Credits by the Service and has obtained approval for a Conservation Credit release from the Bank for the County Credits subject to such Closing. If County has not timely purchased the applicable County Credits as described above by the end of the five (5) year Reservation Period, then from and after such date, Mitigation Site Owner shall have the right to terminate this Agreement, and upon such termination Mitigation Site Owner shall have no further obligation to sell, and County shall have no obligation to purchase, any further unpurchased County Credits (the "**Reservation Expiration Unpurchased Credits**"), and in which event Mitigation Site Owner shall be free to sell the remaining ten (10) Reservation Expiration Unpurchased Credits to a third party; provided however, that after Mitigation Site Owner's sale of the remaining ten (10) Reservation Expiration Unpurchased Credits to any other third-party, Mitigation Site Owner will pay to the County an amount equal to twenty percent (20%) of the gross revenues received by Mitigation Site Owner with respect to such sales of the Reservation Expiration Unpurchased Credits, which payment will be made within thirty (30) calendar days after receipt of such revenues by Mitigation Site Owner. County acknowledges that Mitigation Site Owner cannot guarantee that the County Credits will be available from specific Conservation Credit releases from the Bank, and that the Conservation Credits from the anticipated first and second credit releases from the Bank are already sold-out as of the Effective Date of this Agreement. As such, the County Credits will be made available for purchase by County from some combination (as determined by Mitigation Site Owner) of the third and/or subsequent credit releases from the Bank specified by Mitigation Site Owner.

3. Resource Agency Approval. All Conservation Credit sales must be approved by the Service prior to transfer of the credits.

4. Limitation of Rights Transferred. Any sale and transfer is not intended as a sale or transfer to County or its Assigns or Conservation Credit purchaser of a security, license, lease, easement, or possessory or non-possessory interest in real property, and does not grant any interest of the foregoing.

5. Monitoring and Reporting. The Mitigation Site Owner shall monitor and make periodic reports (no more frequently than annually) available to the County, upon request, on the status of the reservation and sale of Conservation Credits for public projects in the County.

6. Restriction of Transfer. All County Credits sold and transferred to the County or its Assigns or Bank credit purchaser shall be not-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose.

7. Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

Attachment: Sacramento River VELB Mitigation Bank Reservation and Discount Agreement (10108 : Sacramento River Valley Elderberry

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MITIGATION SITE OWNER:

WESTERVELT ECOLOGICAL SERVICES, LLC,
a Delaware limited liability company

By:_____ Date:_____

Name:_____

Title: _____

COLUSA COUNTY:

COLUSA COUNTY

By:_____ Date:_____

Name: Gary J. Evans

Title: Chairperson, Colusa County Board of Supervisors

ATTEST: Wendy G. Tyler, Clerk to the

Board of Supervisors

_____
Tiffany Jorgensen, Deputy

Attachment: Sacramento River VELB Mitigation Bank Reservation and Discount Agreement (10108 : Sacramento River Valley Elderberry

Attachment #1

RESOLUTION NO. 24-009

RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING USE PERMIT PD-23-43 FOR THE SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

WHEREAS, Westervelt Ecological Services, LLC has applied for a Use Permit #PD-23-43 to establish a Habitat it Mitigation Bank for the Valley Elderberry Longhorn Beetle located at 4075 River Road (012-270-058) approximately 3.5 miles north of the City of Colusa; and

WHEREAS, the County of Colusa is considered a Lead Agency under the California Environmental Quality Act (CEQA) for this proposed project and has determined that a Mitigated Negative Declaration is appropriate and was prepared and processed pursuant to CEQA for the proposed Use Permit; and

WHEREAS, a Notice of Public Hearing for consideration of the proposed Use Permit was published in accordance with all applicable requirements; and

WHEREAS, the Planning Commission held a Public Hearing regarding the proposed Environmental Documents and Use Permit on September 4, 2024; and

WHEREAS, during the public hearing the Planning Commission considered all comments and testimony on the project and proposed Mitigated Negative Declaration.

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

I. Adopts a Mitigated Negative Declaration (SCH Number 2024060998) for PD-23-43 finding that:

A. The Initial Study was completed in accordance with the California Environmental Quality Act; that said study identified potential significant environmental effects; and includes Mitigation Measures that would mitigate such potentially significant effects to a level less than significant.

B. The proposed Mitigated Negative Declaration is adequate and reflects the independent judgment and analysis of the County, which is the lead agency.

II. Approves the subject Use Permit with conditions as detailed in Exhibit "A" and the Mitigation Monitoring and Reporting Program detailed in Exhibit "B" both of which are attached hereto and incorporated by reference subject to the following Findings:

A. The proposed use is consistent with the General Plan and all applicable provisions of the Colusa County Zoning Code;

Attachment: Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (10108 : Sacramento River

Attachment #1

B. The establishment, maintenance or operation of the Habitat Mitigation Bank for the Valley Elderberry Longhorn Beetle will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of the proposed use; and

C. With the approval of the subject Use Permit, the project is consistent with the Colusa County Zoning Ordinance River Frontage (R-F) zoning designation.

PASSED AND ADOPTED this 4th day of September 2024 by the following vote:

AYES: Commissioners Dave McCullough, Heath Krug, Gerry Nall, Kirk Pendleton, and Elizabeth Yerxa.

NOES: None.

ABSENT: None.

Elizabeth Yerxa, Planning Commission Chair

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

Ann Nordyke, Chief Deputy Board Clerk

APPROVED AS TO FORM

Jennifer Sutton, Sr. Deputy County Counsel

Attachment: Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (10108 : Sacramento River

Attachment #1

EXHIBIT "A"

COLUSA COUNTY PLANNING COMMISSION
USE PERMIT #23-43
SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

DATE: September 4, 2024

PERMIT NO.: UP #23-43

LOCATION: 4075 River Road
APN: 012-270-058

Pursuant to Colusa County's Zoning Ordinance, Westervelt Ecological Services, LLC is hereby granted a Use Permit in accordance with the application filed to establish a Habitat at Mitigation Bank for the Valley Elderberry subject to all of the following Conditions of Approval:

CONDITIONS OF APPROVAL

A. The use shall be limited to the project described in the SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE (VELB) CONSERVATION BANK Environmental Checklist - Initial Study and Mitigate Negative Declaration of Environmental Significance (SCH No. 2024060998). Minor changes may be approved by the Zoning Administrator pursuant to Section 44-1.80.030 of the County Code. Changes deemed major or significant in nature by the Zoning Administrator shall require an application amendment which must be reviewed by the Planning Commission.

B. Unless otherwise provided for in a Condition of Approval to this Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use to the satisfaction of the Zoning Administrator. Failure to comply with the conditions specified herein constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Colusa County Code and Zoning Ordinance.

C. All requirements of the Mitigation and Monitoring Program adopted by the Planning Commission in Exhibit "B" of the Commission's approval Resolution are herein incorporated by referenced as conditions of this Use Permit approval.

D. The terms and conditions of this permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the Permittee.

E. The use granted by this permit must be established within 24 months per the County Code. Upon written request by the applicant, the original review authority for the permit may extend the time limit for the permit per the County Code. If any use for which a Use Permit has been granted is not established within 24 months and no time extension has been granted, this Use Permit shall become null and void and re-application and a new permit shall be required prior to establishment of the use.

Attachment: Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (10108 : Sacramento River

EXHIBIT "A"

Attachment #1

F. 1.) The project developer agrees, as a condition of issuance and use of this entitlement, to indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding filed against the County within 180-days after the issuance of this entitlement because of, or resulting from, any preliminary approval or actual issuance of this entitlement, or, in the alternative, to relinquish such entitlement. Applicant shall directly pay for any damages, court costs and attorney fees which the County may be required by a court to pay as a result of such claim, action or proceeding.

2.) The County shall promptly notify the applicant of any such claim, action, or proceeding. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations to fully indemnify and defend the County against any such action. Should the County participate in the defense of any such claim, action, or proceeding at any level, the applicant shall pay to the County all County costs for County staff time and materials and any third-party contractor that the County employs to assist the County in said defense or is incurred as a result of the applicant's entitlement.

3.) In order to pay to the County for all of its costs (whether be it for County staff time and materials or any third-party contractor that the County employs) the applicant shall within thirty (30) days of being notified by the County of any claim, action, or proceeding arising out of the applicant's entitlement deposit an amount which equals fifty percent (50%) of the estimated amount of the County costs in participating in said defense as determined by the County Counsel. The County shall provide the applicant an accounting of all costs charged against this deposit. The County shall notify the applicant when the balance has been reduced by approximately half (50%) and the applicant shall within fourteen (14) days of being notified deposit with the County the necessary funds to return the deposit balance to fifty percent (50%) of the estimated amount of the County costs in participating in said defense. At any time during any such defense of the applicant's entitlement, the County Counsel may amend the estimated cost. Should the estimated costs increase, the applicant shall be responsible for increasing the balance of the deposit to half (50%) of the new estimated amount.

4.) Should the applicant fail to comply to meet the conditions under which this entitlement was approved, the applicant agrees that the County may revoke any such approval. Any such revocation does not relieve the applicant to pay to the County all costs and expenses incurred due to any claim, action, or proceeding brought against the County as a result of approving the applicant's entitlement.

H. The project developer shall comply with all other applicable Federal, State, and local laws, statutes, ordinances and regulations.

I. The project developer shall comply with the current version of the California Building Standards Code adopted in Chapter 5 of the County Code in effect at the time of building permit submittal.

J. The approval of this Use Permit is contingent upon the property owner filing for Williamson Act Contract non-renewal of the area of the mitigation bank. Until such filing is made, the construction of the project shall not commence.

Attachment: Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (10108 : Sacramento River

EXHIBIT "A"

Attachment #1

K. The approval of this Use Permit is contingent upon the property owner entering into a Mitigation Bank Credit Reservation and Discount Agreement with County of Colusa. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the draft Mitigation Bank Credit Reservation and Discount Agreement attached to the Planning Commission Staff Report of September 4, 2024 and shall be mutually acceptable to the County and property owner. Until such agreement is executed, the construction of the project shall not commence.

L. Prior to commence of planting, the Applicant shall submit a status of all requirements contained in the Mitigation and Monitoring Report Program to the Community Development Director. Said status shall specify the status and timing of completion of all mitigation measures to the satisfaction of the Community Development Director.

M. This approval shall become effective ten (10) days from the date of this decision unless appealed pursuant to Section 44-1.80.080 of the County Code.

Attachment: Attachment #1 - Commission Resolution No 24-009 Approving UP PD-23-43 VELB Mitigation Bank (10108 : Sacramento River

Attachment #1

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Exhibit "B"

MITIGATION MONITORING AND REPORTING PROGRAM

USE PERMIT PD-23-43 - SACRAMENTO RIVER VALLEY ELDERBERRY LONGHORN BEETLE CONSERVATION BANK

Mitigation Measure	Requirement	Timing	Responsible Party
AG-1: Williamson Act Cancellation	A condition of approval shall be required in County's Use Permit approval that the project site would be removed from the County's Williamson Act program.	Pre-Construction	County
CUL-1: Tribal Resources Sensitivity Training	Before the start of project planting activities, a Tribal Resources Sensitivity Training shall be implemented. A representative from Yocha Dehe Wintun Nation shall conduct the training for project personnel regarding background on indigenous use of the vicinity and protocol to follow should potential indigenous archaeological materials and/or tribal cultural resources be discovered. WES shall ensure that project personnel are made available for and attend the training and retain documentation demonstrating attendance.	Pre-Construction	Developer
CUL-2: Discovery or Recognition of Human Remains During Construction	In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall immediately cease until the Colusa County Coroner has been contacted to determine that no investigation of the cause of death is required. The California Native American Heritage Commission (NAHC) shall be contacted within 24 hours if it is determined that the remains are Native American. The NAHC shall then identify the person or persons it believes to be the most likely descendant from the deceased Native American, who in turn would make recommendations to the lead agency for the appropriate means of treating the human remains and any grave goods. Per Public Resources Code Section 5097.98, the County shall ensure that the immediate vicinity of the location of the human remains is not damaged or disturbed by further development activity until the County has discussed and conferred with the most likely descendant regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.	During Construction	Developer/County
LU-1: Mitigation Bank Credit Reservation and Discount	A condition of approval shall be required in County's Use Permit approval that a mitigation bank credit and reservation agreement be entered into with the County of Colusa in order for the use permit to become effective. The terms of this agreement shall include discounts for the County's purchase of mitigation credits generally consistent with the recent Mitigation Bank Reservation and Discount Agreements, and shall be mutually acceptable to the County and WES and shall specify the number of credits reserved for the County, the discount amount, the amount of time of the reservation, and other applicable factors detailed in said agreement.	Pre-Construction	County/Developer

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

SCHEDULED

Meeting: 09/04/24 09:00 AM
Department: Community Development Department
Category: Public Hearing
Prepared By: Greg Plucker
Initiator: Greg Plucker
Sponsors:
DOC ID: 9999 A

PLANNING COMMISSION (ID # 9999)

Detail

Applicant:	Westervelt Ecological Services, LC	**File:**	PD-23-43 (Sacramento River VELB Conservation Bank)
General Plan:	Designated Floodway (DF)	**Zoning:**	River Frontage (R-F)

Formal Title / Summary

Public Hearing and approval of a Resolution adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and approving a Use Permit (PD-23-43) for the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank.

Action Requested

Public Hearing and approval of a Resolution adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, and approving a Use Permit (PD-23-43) for the Sacramento River Valley Elderberry Longhorn Beetle Conservation Bank.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed project is the approval of a Mitigated Negative Declaration and Use Permit for the establishment of a Habit Mitigation Bank for the Valley Elderberry Longhorn Beetle. The Mitigation Bank is anticipated to provide some 329 species credits based on the project site's approximately 13.3 acres.

LOCATION:

The subject property is located at 4075 River Road (012-270-058) approximately 3.5 miles north of the City of Colusa. The approximately 13.3-acre project area is located just west of River Road and is bound by the Sacramento River to the west and south.

PROJECT AND SITE DESCRIPTION:

The proposed project would convert the existing vacant 13.3-acre area to suitable habitat for the Valley Elderberry Longhorn Beetle and would be designed to mimic a natural ecosystem. New elderberry plantings would be strategically placed to take advantage of the transplants as a potential beetle source, while making maximum use of the project site and utilizing a "natural" design. Other plantings would consist of native species that are appropriate to the geographic location and site conditions such as box elder, walnut, Fremont's cottonwood, Valley oak, California wild grape, arroyo willow and California button willow.

Installation and site preparation would be conducted using traditional agricultural methods and equipment. Minimal disking would occur to prepare the site and the

Attachment: 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (10108 : Sacramento River Valley

Attachment: 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (10108 : Sacramento River Valley

vegetation planting would occur by hand. During irrigation installation there may be the need for some light trenching which could be up to 12 inches in depth. The main irrigation system that is currently in place on the property would be used to drip irrigate the elderberry and native plantings. The irrigation system would only be used long enough to establish the plants. Irrigation of the plantings would gradually taper down and ultimately be discontinued within five years after planting.

The project site would be monitored on a regular basis during the habitat establishment period to ensure that the proposed project is performing as designed. Activities during the habitat establishment period may include corrective measures, if necessary, to address potential problems identified during ongoing monitoring of the project site.

After the establishment period, the project site would continue to be monitored on a regular basis to ensure the design of the proposed project provides long-term habitat for the Valley Longhorn Beetle. The need for corrective actions after the project site has stabilized is anticipated to be minor.

Sheep grazing would be included on the project site during long term operations as part of vegetation management. Although it may vary by year, grazing would generally occur in the spring to early summer when the grasses and forbs are highly palatable. The number of sheep would range from 2 to 10 sheep per acre, resulting in 26 to 130 head. Duration would vary from one week to several weeks depending on the number of sheep. Temporary fencing would be installed to keep the sheep within the project site.

The result of this effort would be the establishment of a habitat mitigation bank for the Valley Elderberry Longhorn Beetle. Approximately 329 credits would be available for purchase for the use by other development projects (in and out of the County) that require VELB mitigation due to their project's impacts on VELB habitat.

ANALYSIS:

General Plan and Zoning

The County's General Plan contains several provisions relating the habitat conservation. The following is a brief overview of the applicable policies:

1.) Policy AG 2-12 precludes the fallowing of fields within conservation areas for the purpose of exporting water:

2.) Policy LU 1-27 calls for the participation in planning efforts related to a variety of issues, including habitat conservation to ensure that the needs of the County's residents and businesses are not overlooked;

Attachment: 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (10108 : Sacramento River Valley

3.) Action LU 3-H calls for the revision to the Zoning Ordinance to create a Resource Conservation or Habitat Management zoning district that accommodates active habitat conservation and management and incorporates the standards established by Policy CON 1-3;

4.) Policy AG 1-14 specifies that resource conservation activities should generally not occur on agriculturally designated lands.

5.) Policy CON 1-3 establishes requirements for habitat conservation that do occur on agricultural lands and establishes criteria for habitat conservation in the County that are proposed to mitigate projects outside of the County including:

- Prior notification to Colusa County;
- Consistency with the goals and policies of the Colusa County General Plan, particularly as related to planned growth, infrastructure, and agricultural preservation;
- Compensation to Colusa County for all lost direct and indirect revenue;
- Compatible with neighboring land uses;
- Located outside of urban and urban reserve areas;
- Secured water rights and infrastructure to economically maintain the proposed mitigation use;
- Requirements that existing agricultural operations continue to be farmed for commercial gain;
- Requirements that habitat management practices do not adversely impact adjacent agricultural operations;
- Prioritize purchase of mitigation credits by local developers; and
- Accommodation of recreational uses or public access, where appropriate.

The proposed project would be consistent with the applicable General Plan policies. The project would not export any water and is located on land that is not designated as agricultural. It should be noted that the project site was previously used for an orchard and is under a Williamson Act contract. However, pursuant to Mitigation Measure AG-1, a condition of project approval requires that the project site be

Attachment: 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (10108 : Sacramento River Valley

removed from the County's Williamson Act program. This requirement is consistent with the County's updated Williamson Act Program that is recommended by the Board's Williamson Act Ad-Hoc Committee (Chair Evans and Supervisor Smith).

Developing mitigation banks within the County that can provide habitat mitigation for projects within the County would also meet the General Plan planning requirements and requirements that for the prioritization of the purchase of mitigation credits by local developers. Mitigation Measure LU-1 requires that a mitigation bank credit and reservation agreement be entered into with the County of Colusa. Attached to the staff report is the draft of the agreement as currently proposed. This agreement has been modeled after the most recent mitigation bank credit reservation and discount agreement that the Board previously approved. The agreement requires that 135 credits be reserved for the use by the County and allows the County to assign these credits to another party for their use. In addition, the purchase of the County's credits would be at a 20 percent discount to the retail price. Should the County not purchase or assign the credits to a third party before 5 years, then 20 percent (27) of the credits would be transferred directly to the County without cost depending if the bank is sold out or not within that time period. The reservation of discounted credits and the assignment of credits have been considered by the Board as an appropriate mechanism address the General Plan requirements. As conditioned, the Use Permit will not become effective until the Board approves a mitigation bank credit reservation and discount agreement which would be processed subsequent to and contingent upon approval of the use permit.

With respect to the zoning, with the adoption of the 2014 Zoning Ordinance, Section 44-2.60.30 (Allowed Uses in the Natural Resources Zones) was established which allows Habitat Mitigation and Management with a Conditional Use Permit in the site's R-F (River Frontage) zoning designation. Section 44-0.10 (Definitions) of the Zoning Ordinance defines "Habitat Management" as the active management of land or natural resources for the purposes of providing compensatory mitigation for off-site projects and "Habitat Mitigation" as the establishment of a mitigation bank for the purposes of offsetting or mitigating impacts to sensitive habitat that occurred in an off-site location. The proposed project meets these definitions.

Issues and Concerns

Based on the Board's previous mitigation bank approvals, a main concern in reviewing the project was to ensure that a mitigation bank credit reservation and discount agreement was included to provide an overall benefit to the County to offset the removal of agricultural activities. In addition, staff believed that it was important that the design of the project did not create impacts to agricultural operations occurring in the area. Based on the project characteristics, staff does not anticipate that the mitigation bank would create any off-site impacts. This issue is discussed and analyzed in the project's environmental document.

Attachment: 2024-09-04 Planning Commission Staff Report Only UP PD 23 43 VELB Mitigation Bank (10108 : Sacramento River Valley

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Pursuant to CEQA, an Initial Study (IS)/Mitigated Negative Declaration of Environmental Significant (MND) was prepared for the project and processed (Attached). Issues that had "Potentially Significant Impacts" included Agriculture and Forestry Resources, Cultural Resources, Land Use/Planning, and Tribal Cultural Resources. While the IS/MND identified these potentially significant impacts, design features, operational aspects of the project, and mitigation measures have reduced these impacts to a less than a significant level.

The IS/MND was circulated for public review and comment through August 1, 2024. A comment letter was received from the Central Valley Regional Water Quality Control Board (Attachment #1). This comment letter simply reiterated the permitting requirements from the Regional Board. The standard Use Permit condition requiring that the applicant obtain all required Federal, State, and Local permits has been included in the proposed conditions and addresses this comment letter.

PUBLIC COMMENTS:

A public hearing notice was sent directly to adjacent property owners and posted in the newspaper. As of the writing of this staff reports, no additional comments have been received.

SUMMARY

Staff believes that the proposed Use Permit is consistent with the General Plan and Zoning requirements. No significant impacts to the environment or surrounding properties would occur with the implementation of design features, mitigation measures, and conditions of approval. The project has also been designed to be consistent with the other two mitigation bank projects that the County has approved. Based on the totality of the record, staff is recommending the Planning Commission approve the project by adopting the attached resolution.

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **October 29, 2024**

DEPARTMENT: **Administration**

FROM: **Patricia Rodriguez**

SUBJECT: **Approve Special Claim as follows: Invoice# Fund/Department Vendor Amount 9022047468 Health & Human Service Williams Scotsman Inc $6,497.48**

Approve Special Claim as follows:

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

Detailed Description/Background of request

This vendor continues to be non-responsive to our communications regarding the contract amendment. Oftentimes when this occurs over a lengthy period we will withhold payment, as that tends to cause them to reach out and begin a dialogue. That would be my suggestion following this payment.

Prior Board Action

none.

Fiscal Impact/Funding Source

as indicated on the claim

Action for the Clerk

None.

ATTACHMENTS:

- WILLIAMS_SCOTSMAN 9022047468 DHHS BOS (PDF)
- Board Approval 24-25 (PDF)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 1835 Vendor Name: WILLIAMS SCOTSMAN

If Misc. Vendor or Special Remit to Address: _____

_____

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

NO CONTRACT

CUST 10544304 MODULAR
00553210811

Invoice No:	9022047468	Invoice Amount:	$ 6,497.48		
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
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Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			

Grand Total of All Invoices: $ 6,497.48

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Christine Fusaro Digitally signed by Christine Fusaro Date: 2024.10.16 09:31:23 -07'00'

Attachment: WILLIAMS_SCOTSMAN 9022047468 DHHS BOS (10170 : Approve Special Claims)

WILLSCOT™

4646 E VAN BUREN ST
PHOENIX, AZ 85008-6927

(800) 782-1500
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

1264

INVOICE

Customer #	Invoice #	Invoice Date	Seq #	Terms
10544304	9022047468	10/1/2024	014	NET 10

PAYMENT DUE	$6,497.48
INVOICE DUE DATE	10/11/2024

COUNTY OF COLUSA
251 E WEBSTER ST
COLUSA CA 95932-2951

005-53210-811-0

BRANCH:

MD SACRAMENTO CA
2910 RAMCO STREET
WEST SACRAMENTO CA
95691-5841
(916) 373-9000

CUST 10544304 COLUSA DHHS

Contract #	Previous Customer #	Bill to ID	Customer PO	Ordered By	Rental Period	Job Location
B000639880	MBS-1053			N/A	10/1/2024 - 10/31/2024	COUNTY OF COLUSA 251 E WEBSTER ST COLUSA CA 95932

Quantity	Item #/Description	Price/Rate	Amount	
1	COMPLEX CPX-203630	$5,901.36 Rental	$5,901.36	T*
1	CA LICENSE FEE	$73.33	$73.33	T*
		Sub-total	$5,974.69	
		Tax	$522.79	
		INVOICE TOTAL	**$6,497.48**	

Invoice in USD

T* - Denotes taxable item, N* - Denotes non-taxable item.

MH CONNECT **PAYMENT OPTIONS**

Welcome to the WillScot customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and statements.

https://portal.mobilemini.com

(800) 782-1500

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

Thank you for your business!

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$6,497.48**
Invoice #:	**9022047468**
Due Date:	**10/11/2024**
Customer:	**COUNTY OF COLUSA**
Customer #:	**10544304**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

Attachment: WILLIAMS_SCOTSMAN 9022047468 DHHS BOS (10170 : Approve Special Claims)

BOARD APPROVAL

10/29/2024

Invoice #	Fund/Department	Vendor	Amount
9022047468	HEALTH & HUMAN SERVICES *No Contract*	WILLIAMS SCOTSMAN INC	$ 6,497.48

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 24-25 (10170 : Approve Special Claims)

COUNTY OF COLUSA, CA **5.2**

Request For County Board of Supervisors Action

MEETING DATE: **October 29, 2024**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-007. (4/5 vote required)**

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

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
BHS - Quality Imp. Program	306	31960	000	17,500.00	IB-007
BHS - Quality Imp. Program	306	31960	53180	17,500.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None

ATTACHMENTS:

- IB-007 (PDF)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Behavioral Health

Submitted By: Jayro C Pina

Digitally signed by Jayro C Pina
Date: 2024.10.01 09:51:22 -07'00'

Explanation: Behavioral Health requests to use fund balance to increase the appropriations in the Professional/Special Services account for the BH - Quality Improvement Fund in order to enter into an agreement for Health Information Exchange services with SacValley MedShare which is expected to be approved on the November 12, 2024 Board of Supervisors meeting for a total cost of $17,500 for the FY 24/25.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
306	31960	306	Fund Balance	$ 0.00	$ 17,500.00	$ 17,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 17,500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
306	53180	306	Professional/Special Services	$ 11,268.00	$ 28,768.00	$ 17,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 17,500.00

Fiscal Year: 2024/25

Board Date: 10/29/2024

Inter-Budget Log #: IB- 007

OpenGov Amendment #:

Attachment: IB-007 (10119 : FY24/25 Inter-Budgets)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes.

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

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting October 1, 2024, and on October 15, 2024, the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

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

ATTACHMENTS:

- 10-01-24 Minutes (PDF)
- 10-15-24 Minutes (PDF)

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



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

COLUSA COUNTY
BOARD OF SUPERVISORS
Minutes
October 1, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 1st day of October 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Kent S. Boes and Daurice K. Smith. Absent: Supervisor Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Hessong addresses the Board regarding elections.

REPORT OUT OF SEPTEMBER 17, 2024 CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION - California Government Code section 54957(b). Title: CAO. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

I. STAFF REPORTS

Ms. Allen states the Tenant Council for Migrant Housing met and determined the dates for the 2025 season will be May 12, 2025 to November 7, 2025 and the Tenant Council has intent to request a 30-day pre-extension as they did this year. She states Assembly Bill 2240 as amended, concerning year-long migrant housing

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

was signed by the Governor. She wants everyone to be aware of this and to reach out to her or her center staff with questions. She states Air Pollution Control Officers from Colusa, Glenn, Yolo and Tehama are meeting to discuss processes to deal with the off-site mitigation requirements and the Sites project. She further states the Secretary of Agriculture's Fall Conference is coming up and the Secretary of Agriculture, Region 9, EPA and Feds will be there. She informs the Board of some disappointing vetoes and signatures that have come across the Governor's desk and as a result we will have some changes legislatively.

Supervisor Corona asks for a brief update on the abandoned orchards.

Ms. Allen informs the Board this was one bill the Governor vetoed. She states she spoke with County Counsel and they will be bringing a local Ordinance concerning abandoned orchards to the Board in the future.

CONSENT AGENDA

Approve Consent Item No.'s 1 through 10.

1. APPOINTMENT/FISH AND GAME COMMISSION

Appoint Jeremiah Karlonas as the member and John Alvernaz as the Alternate at Large to the Colusa County Fish and Game Commission to fill two Dist. 3 unexpired terms from October 1, 2024 to January 6, 2025. **(Applications Received: David Paletta, John Alvernaz and Jeremiah Karlonas)**

2. AG COMMISSIONER

Approve Contract No. **C24-178** Standard Agreement (Number 24-0132-005-SF) with the **California Department of Food and Agriculture** for Pest Detection and Trapping, effective July 1, 2024.

3. CLERK RECORDER/ELECTIONS

Acknowledge Certification of Facts for Nov 5, 2024 Presidential General Election.

4. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-179** 2nd Modification with **Willow Glen Care Center** for board and care services, effective July 1, 2024.

5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-180** 1st Modification with **Environmental Alternatives, dba EA Family Services** for mental health treatment services to seriously emotionally disturbed children and youth, effective July 1, 2024.

6. HEALTH AND HUMAN SERVICES

Adopt **Resolution No. 24-033** authorizing Colusa County Department of Health and Human Services to enter into an agreement for the Federal Emergency Solutions Grant Program and completion of the Designee Letter.

7. HEALTH AND HUMAN SERVICES

Approve the annual budget update of the Children's Medical Services (CMS) Plan for 2024/25, and authorize the Public Health Deputy Director and appropriate DHHS fiscal staff to sign the budget pages.

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

8. PURCHASING AND PROCUREMENT/MIGRANT HOUSING

Adopt plans, specifications and working details for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center Request for Bids (RFB) and authorize publication of same.

9. COUNTY COUNSEL

Ratify Contract No. **C24-181** with **John Beiers** for the purpose of providing personnel related investigation services and advice.

10. BOARD OF SUPERVISORS

Approve Contract No. **C24-182** 3rd Modification to County Administrative Officer Employment Contract with **Wendy G. Tyler.**

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

III. HUMAN RESOURCES

1. Amend the position allocation schedule for the Department of Health and Human Services Public Health Division by deleting one vacant FTE of Nursing Supervisor (PFT), at salary range MGT 29 and adding one FTE of Program Manager II (PFT), at salary range MGT 29, effective October 1, 2024.

Comments received by Ms. Tyler.

RESULT:	**PULLED**

IV. AG COMMISSIONER

1. Presentation of the Colusa County 2023 Crop & Livestock Report.

Comments received by Ms. Allen, Ms. Ottenwalter and Ms. Tyler. **(Handouts on file in Clerk's Office.)**

V. COMMUNITY DEVELOPMENT DEPARTMENT

1. Receive an update on the status of the County Coordinator Grant Project and provide any desired direction.

Comments received by Mr. Geiger, Mr. Blancas and Ms. Tyler. **(Handouts on file in Clerk's office.)**

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
051324-NAS	BEHAVIORAL HEALTH	SUTTER CNTR FOR PSYCHIATRY	$6,935.88

Comments received by Ms. Tyler.

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

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

VII. BOARD OF SUPERVISORS

1. Approve the September 16, 2024 BOS Special Meeting Minutes and September 17, 2024 Regular Meeting Minutes.

Comments received by Ms. Tyler

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

BOARD OF SUPERVISORS

2. Approve letter in response to the 2023-24 Civil Grand Jury Report.

Comments received by Ms. Tyler.

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

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings and functions attended:

PG&E 3rd Quarter North Valley/Sierra Central working group meeting
CESA Inland Region Meeting
Leadership Academy Meetings
Colusa County Gun Owners Meeting
River Clean Up Day
Colusa Groundwater Authority Board of Directors Meeting
CSAC Insurance working group webinar
Women of NACo
Farm to Fork event
Navigating Battery Energy Storage Systems webinar
Communication with constituents

Supervisor Corona

Meetings and functions attended:

First 5 Commission Meeting
Worked chain gang for Pierce vs Colusa football game
CAP Board Meeting

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

Hosted final Sparring Event at his Boxing Club
Attended Pierce vs Williams football game
Communication with constituents

Supervisor Boes
Meetings and functions attended:
CCTC Meeting
RCRC Annual Conference
RCRC Battery Energy Storage Webinar
Transportation and Transit Meeting

Supervisor Smith
Meetings and functions attended:
Budget Review
RCRC Annual Conference
Transportation and Transit Meeting
County of Origin Water Rights Meeting
Agenda Review

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she will be looking into changes with legislation due to the Governor's recent signings and vetoes.

Supervisor Corona brings attention to an EMS Corp Program being implemented soon in Glenn, Colusa and Butte counties to offer 5-month EMT courses to residents 18 and up who have a high school diploma. He states this course will be paid for by the counties.

Vice-Chair Smith declares a recess at 10:02 a.m. to convene in Closed Session.

X. CLOSED SESSION/COUNTY COUNSEL

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

Vice-Chair Smith adjourns Closed Session at 10:49 p.m. to reconvene in Regular Session at 1:30 with all Supervisors present except Supervisor Evans.

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

Vice-Chair Smith makes time for a Public Hearing to consider proposals for revisions to the County of Colusa FY 2024-2025 recommended budgets.

Comments received by Ms. Tyler.

2:28 p.m. Vice-Chair Smith opens the Public Hearing and calls for public comment.

Comments received by Mr. King.

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

2:32 p.m. Vice-Chair Smith calls for additional comment. Hearing none, Vice-Chair Smith closes the Public Hearing.

2. Adopt **Resolution No. 24-034** adopting the Fiscal Year 2024-25 Final Budget for Countywide Operating Funds and Special Revenue Funds.

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

3. Adopt **Resolution No. 24-035** adopting the Fiscal Year 2024-25 Final Budget for Enterprise Funds and Special Districts.

Comments received by Mr. King and Ms. Tyler.

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

Vice-Chair Smith declares a recess at 2:41 p.m. and states they are now sitting as the Colusa County Air Pollution Control District Board with all Directors present except Director Evans.

4. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:**
Adopt **Resolution No. 24-036** adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Air Pollution Control District.

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

Vice-Chair Smith adjourns the Air Pollution Control Board at 2:41 p.m. and states they are now sitting as the Colusa County In-Home Supportive Services Public Authority with all Directors present except Director Evans.

5. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:**
Adopt **Resolution No. 24-037** adopting the Fiscal Year 2024-25 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

RESULT:	**ADOPTED [UNANIMOUS]**

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

MOVER:	Boes
SECONDER:	Bell
AYES:	Corona, Boes, Smith, Bell
ABSENT:	Evans

Vice-Chair Smith adjourns the In-Home Support Services Public Authority Board at 2:42 p.m. and states they are now sitting as the Colusa County Flood Control & Water Conservation District Board with all Directors present except Director Evans.

6. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:**

Adopt **Resolution No. 24-038** adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

Comments received by Mr. King.

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

Vice-Chair Smith adjourns the Colusa County Flood Control and Water Conservation District Board at 2:45 p.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present except Supervisor Evans.

Vice-Chair Smith adjourned the meeting at 2:46 p.m. to reconvene in Regular Session on October 15, 2024 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Vice-Chair

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

BY_____
Tiffany Jorgensen, Deputy Clerk

Attachment: 10-01-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

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



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

October 15, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 15th day of October 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Kent S. Boes and Daurice K. Smith. Absent: Supervisor Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Owens states concerns with the COVID-19 vaccine and urges the County to stop distributing the vaccine due to the toxic risks.

Ms. Threet speaks against COVID-19 vaccines and distributes information on health risks**. (Handout on file in the Clerk's office)**

Mr. King states concerns for the Zone 3 meetings that are not being posted and a letter dated August 6, 2024 in support of the Sites Project. He further states he would request that Consent Item No. 5 and 7 be pulled for further consideration.

Ms. Hessong states she is continuing to speak to a Cease and Desist letter served to the Board of Supervisors on October 4, 2024.

REPORT OUT OF OCTOBER 1, 2024 CLOSED SESSION

1. CLOSED SESSION: PUBLIC EMPLOYMENT. California Government Code 54957(b). Title: Community Development Director. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

ANNOUNCEMENT OF CLOSED SESSION.

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): one matter.

2. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.

3. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: CAO.

I. STAFF REPORTS

Ms. Tyler states a matter arose after the posting of the October 15, 2024 Agenda regarding the Tri-County Juvenile Hall financing and it was requested that documentation be submitted by October 17, 2024 so that the bond sale for the facility could take place and requests the item be brought on for consideration.

Find a matter arose after the posting of the October 15, 2024 Agenda regarding the Tri-County Juvenile Hall financing and it was requested that documentation be submitted by October 17, 2024 so the bond sale for the facility could take place. Further, the item will be placed on the Agenda, under CAO as Item No. 4.2.

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

Mr. Farrell announces that today is his last day due to his appointment to the bench. He thanks everyone for their support.

CONSENT AGENDA

Vice-Chair Smith makes time for the approval of Consent Item No.'s 1 through 13.

Supervisor Corona request Items No. 5 and 7 be pulled and considered separately.

Vice-Chair Smith so directs.

Approve Consent Items No.'s 1 through 4, 6 and 8 through 13.

1. BOARD OF SUPERVISORS/FIRST 5 CHILDREN & FAMILIES COMMISSION

Appoint Robin Diaz to the First 5 Colusa Children and Families Commission as the Community Representative, effective October 20, 2024 through October 19, 2027.
(Application received: Robin Diaz)

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

2. CLERK RECORDER/ELECTIONS

Adopt **Resolution No. 24-039** appointing Directors to Colusa County Special Districts in lieu of election pursuant to Elections Code 10515 et. seq.

3. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER

Approve Contract No. **C24-183** 1st modification with **Fifth Asset Inc., dba DebtBook** for a premium support package to verify if approved contracts will qualify for GASB 87 or GASB 96, effective October 15, 2024.

4. PUBLIC WORKS/ROAD DEPARTMENT

Authorize the Director of Public Works to issue Encroachment Permit, closing 5th Street and all side streets from 6th to Lucas Street, to the Arbuckle Revitalization Committee for the annual car show on October 27, 2024.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract **C24-184** 6th modification with **Granite Wellness Centers** for wellness- focused substance abuse recovery and related behavioral health services, effective October 15, 2024.

8. PURCHASING AND PROCUREMENT/SHERIFF-ANIMAL CONTROL

Approve Contract No. **C24-185** with **Cross Electric Company, Inc** for electrical and lighting upgrades at Colusa County Animal Control located at 929 Bridge St., Colusa, CA.

9. PURCHASING AND PROCUREMENT/DHHS

Pursuant to Colusa County Code Chapter 17, Section 17-3 and Policy 401, Section 4.1.3.3, ratify emergency Contract No. **C24-186** with **AFM Environmental Inc** for asbestos abatement and furniture removal at Colusa County Department of Health and Human Services located at 251 E. Webster St., Colusa.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-187** 1st modification with **Auburn Counseling Services Inc**., effective October 15, 2024.

11. PURCHASING AND PROCUREMENT/CAO - PURCHASING

Approve Contract No. **C24-188** with **Mission Linen Supply** for linen rental services, effective November 1, 2024.

12. PURCHASING AND PROCUREMENT

Approve Contract No. **C24-189** a Local Agency User Agreement with **U.S. Bank** for the State of California Department of General Services Master Agreement number 5-23-99-37-01 for the Statewide Travel Program.

13. HEALTH AND HUMAN SERVICES

Approve funding application with the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Division, for funding period FY 2024-2025, effective July 1, 2024. Further, authorize the Department of Health and Human Services Public Health and Fiscal staff to sign related documents required by the California Department of Public Health (CDPH).

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

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

Vice-Chair Smith makes time for Consent Item No. 5.

PUBLIC WORKS/ROAD DEPARTMENT

5. Adopt **Resolution No. 24-040** Authorizing Execution of Administering Agency State Master Agreements for State and Federal-Aid Funded Projects.

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

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

Vice-Chair Smith makes time for Consent Item No. 7.

PURCHASING AND PROCUREMENT/PUBLIC WORKS

7. Approve Contract No. **C24-190** 2nd Modification with **R&F Engineering** for on-call flood management support services, effective August 2, 2024.

Comments received by Ms. Tyler and Mr. King.

RESULT:	**APPROVED [3 TO 1]**
MOVER:	Corona
SECONDER:	Boes
AYES:	Corona, Boes, Smith
NAYS:	Bell
ABSENT:	Evans

III. PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK ENTERPRISE

1. Introduction and first reading, by title only, of a proposed Ordinance of the Colusa County Board Of Supervisors, State Of California, amending Sections 46-04, and 46-08 of Chapter 46 of the Colusa County Code prescribing the rules, regulations and fees for the East Park Reservoir; designate County Counsel to prepare a summary of the ordinance to be published by the Clerk of the Board.

Comments received by Mr. Azevedo and Mr. King.

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

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

IV. COUNTY ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

1. Discuss and provide direction on composition, terms and purpose of County Budget Ad-Hoc Committee.

Comments received by Ms. Tyler and Mr. Stout.

It was the consensus of the Board to appoint Supervisor Smith and Supervisor Boes as the Budget Ad-Hoc to monitor 24-25 budget and work on developing policy for creation of the 25-26 budget.

2. Approve Tax Certification for the State Public Works Board of the State of California Lease revenue Bonds 2024 Series D - Yuba County for the Tri-County Regional Juvenile Facility.

Comments received by Ms. Tyler.

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

V. BOARD OF SUPERVISORS

1. Appoint Supervisor Boes as the 2024-2025 California State Association of Counties (CSAC) Board of Directors Member and Supervisor Bell as the Alternate.

Comments received by Ms. Tyler.

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

2. Receive an update from County Ad Hoc Committee on City of Colusa Annexation.

Comments received by Mr. Plucker, Councilman Codorniz, Ms. Tyler and Mr. King.

Vice-Chair Smith declares a recess at 10:17 a.m. and states they are now sitting as the Flood Control and Water Conservation Board of Directors with all Directors present except Director Evans.

3. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:**

Affirm adoption of a resolution adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

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

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

Vice-Chair Smith adjourns the Flood Control and Water Conservation District Board at 10:21 a.m. and states that they are now sitting as the Air Pollution Control District Board with all Directors present except Director Evans.

4. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:**

Affirm adoption of a resolution adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Air Pollution Control District.

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

Vice-Chair Smith adjourns as the Air Pollution Control District Board at 10:22 a.m. and states they are now sitting as the In-Home Support Services Public Authority with all Directors present except, Director Evans.

5. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:**

Affirm adoption of a resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

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

Vice-Chair Smith adjourns the In-Support Services Public Authority at 10:22 a.m. and states they are now sitting as the Board of Supervisors with all Supervisors present except Supervisor Evans.

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meeting and functions attended:

Budget Ad-Hoc meeting
RHA meeting
NACo AI Leadership Academy webinar
CSAC Executive Committee Retreat

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

Supervisor Bell

Meeting and functions attended:

City Council meeting
Janus Solar Ad-Hoc meeting
Chamber of Commerce meeting
LAFCo meeting
Highnoon Guns and Ammo 2nd celebration
Met with Assembly Member Cecilia Aguiar-Curry
City Council in the Park event
Colusa Library Ribbon Cutting for Kids Growing Strong garden
Colusa Indian Community Safe Street for All
High Performance Leadership Academy
Correspondence with Constituents
CalTrans correspondence regarding visual hazards
Unhoused camping on riverbank
PG&E PSPS updates
Brown Act Training and Safe Driver training

Supervisor Corona

Meeting and functions attended:

Helped Arbuckle Cross Country meet
Met with new Supervisor Randy Wilson
LAFCo meeting
Woodland Chief Retirement
Constituents call regarding cemetery issue and road conditions

Supervisor Smith

Meeting and functions attended:

Budget Ad-Hoc meeting
CAO meeting
Blood Drive
Constituent calls regarding land swamp, City and County working relationship and private road use

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

None.

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

VIII. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): one matter.

2. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: Community Development Director.

3. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO.

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

Vice-Chair Smith adjourned the meeting at 12:11 p.m. to reconvene in Regular Session on October 29, 2024 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Vice-Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 10-15-24 Minutes (10122 : Approve the October 1, 2024 and October 15, 2024 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 29, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

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

Sitting As In-Home Supportive Services Public Authority Board

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

Detailed Description/Background of request

The California Fair Wage Act of 2016 was enacted to systematically increase the state minimum wage. Effective January 1, 2025, the minimum wage is to increase by $0.50 per hour. The In-Home Supportive Services (IHSS) Public Authority (PA) is responsible for oversight of the IHSS program, including labor negotiations and wage adjustments.

The PA rate consists of two components: 1) the Services rate (cost of care provider wages and taxes); and 2) the Administrative rate (cots of Administrative salaries/benefits, overhead expenses and other charges). The Services portion of the PA rate is increasing to $18.41 per hour ($16.50 per hour minimum wage plus $0.50 wage supplement, $0.88 per hour for payroll taxes) and the Administrative portion of the rate is decreasing from $0.58 to $0.53 per hour for a total PA rate of $18.41 per hour, effective January 1, 2025.

The Department of Health and Human Services (DHHS) requests formal approval of the rate change pursuant to state law and per instructions received from the California State Department of Social Services (CDSS) and the Department of Health Care Services (DHCS).

Prior Board Action

Approval of rate change November 14, 2017, October 22, 2019, November 24, 2020, November 23, 2021, March 28, 2023, November 7, 2023.

Fiscal Impact/Funding Source

There is no impact to the County General Fund as this wage increase is covered by IHSS funding.

Action for the Clerk

Please provide a Certified Board Order as confirmation of the Board's formal approval of the rate change and return the Board Order to Christine Fusaro at DHHS for submission to the state.

ATTACHMENTS:

- Public Authority Rate Change Packet (PDF)

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

October 3, 2024

California Department of Social Services
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

To Whom It May Concern,

This letter provides my consent to the Colusa County IHSS Public Authority to submit a SOC 449 to the California Department of Social Services implementing the State of California mandated increase in IHSS Workers' Wage of $16.00 per hour to the state minimum wage of $16.50 per hour plus an additional $.50 per hour wage supplement with an hourly administrative cost of $0.53 per hour and payroll taxes of $0.88 per hour for a total Public Authority Rate of $18.41 per hour. This rate change is effective January 1, 2025. Please find enclosed form SOC 449, rate change worksheet, line item budget justification, and current Memorandum of Understanding.

If you have any questions in regards to the completed forms and worksheets, please contact Christine Fusaro at Christine.Fusaro@countyofcolusaca.gov, (530)458-0870 or Elizabeth Kelly at Elizabeth.Kelly@countyofcolusaca.gov, (530) 458-0285.

Sincerely,

Elizabeth Kelly
Director

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY: COLUSA	EFFECTIVE DATE: 1/1/2025
PA NAME: Colusa County In-Home Supportive Services Public Authority	
CONTACT NAME: CHRISTINE FUSARO	
TELEPHONE: (530)458-0870	FAX: (530)458-0204
ADDRESS: 251 E. WEBSTER STREET COLUSA, CA 95932	
EMAIL ADDRESS: Christine.fusaro@countyofcolusaca.gov	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is $12.10 per hour. When minimum wage increases to $12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus $1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE		Current Rate	Requested Rate	Difference
Hourly Wage (locally negotiated)	1	$0.00	$0.00	$0.00
Hourly Wage (non-locally negotiated)	2	$16.00	$16.50	$0.50
Hourly Wage (by ordinance)	3	$0.00	$0.00	$0.00
Wage Supplement (one-time MOE adj)	4	$0.00	$0.00	$0.00
Wage Supplement (continued--no MOE adj.)	5	$0.50	$0.50	$0.00
Wage Total (sum of lines 1-5)		$16.50	$17.00	$0.50
Health Benefits (locally negotiated)	6	$0.00	$0.00	$0.00
Health Benefits (non-locally negotiated)	7	$0.00	$0.00	$0.00
Health Benefits Total (sum of lines 6-7)		$0.00	$0.00	$0.00
Non-Health Benefits _____(type)	9	$0.00	$0.00	$0.00
Payroll Taxes (FUTA,SUI,FICA)	10	$0.87	$0.88	$0.01
Administrative Rate	11	$0.58	$0.53	-$0.05
PA/NPC Rate Total (sum of wages, health benefits, non-health benefits, taxes, admin)		$17.95	$18.41	$0.46

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10 percent increase over the three-year period option.**

☐ Authorizing Officer Signature _____ Date:_____

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

County: IHSS PA Rate Worksheet

Projected yearly hours 476,550

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
	Provider Costs				
1	IP Wages = proj yearly hours @ $17.00 per hr	$8,101,356	$ 8,101,356		17.0000
2	IP Employer Taxes @ 5.20%	$420,902	$ 420,902		0.8832
3	Health Benefits	$ -	$ -		0.0000
		$ -			0.0000
	Total Provider Costs	**$ 8,522,259**	**$ 8,522,259**		**17.88**
	Public Authority Administrative costs				
	Salaries & Benefits	$ 231,050		$ 231,050	0.4848
	Overhead Expenses	$574		$ 574	0.0012
	Other Charges	$21,000		$ 21,000	0.0441
	Total Public Authority Administrative costs	**$ 252,624**		**$ 252,624**	**0.53**
	TOTAL	$ 8,774,883	$ 8,522,259	$ 252,624	**$ 18.41**
	Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.				

	Services Cost		Adm Costs		Total Hours		Total PA Hourly Rate
PA Rate	$ 8,522,259	+	$ 252,624.00	/	$ 476,550	=	**$ 18.41**
Services Rate = Services Cost Divided by Total Hours	$ 8,522,259		$ -	/	$ 476,550	=	**$ 17.88**
Admin Rate = Admin Cost Divided by Total Hours			$ 252,624.00	/	$ 476,550	=	**$ 0.53**

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

Colusa County IHSS Public Authority (PA)
Budget/Rate Narrative
Fiscal Year 2024-2025 (July 1, 2024- June 30, 2025)

Line Item				Rate		
1. IP Wages:						
Represents	476,550	service hours at a wage of $17.00 per hour.				
Amount:	$8,101,356			Portion of rate:	$	17.0000
476,550	July 2023 through June 2024 Total Paid IP hours					
39,712	Average Paid IP Hours Per Month					
0	0% Growth					
39,713	Paid IP Hours for 1 Month					
476,550	Projected 12 Months Paid IP Hours					
Note:	476,550 service hours represents 12 months of service.					
2. IP Employer Taxes:						
Represents	5.20%	of total cost of	476,550	service hours at $17.00 per hours.		
Amount:	$420,902			Portion of rate:	$	0.8832
3. IP Health Plan:						
Represents $0 cost of provider health plan.						
4. Administrative Salaries & Benefits:						
Public Authority Services Manager.						
Amount:	231,050			Portion of rate:	$	0.4848
5. Administrative Travel-Mileage:						
Costs for annual conference.						
Amount:	$300			Portion of rate:	$	0.0006
6. Liability & Workers Comp Insurance:						
To provide insurance coverage required in Interagency Agreement between the County and Public Authority.						
Amount:	-			Portion of rate:	$	-
7. Office Expenses-Occupancy:						
Provides office space including, utilities, janitorial, and maintenance charges for 12 months.						
Amount:	$0			Portion of rate:	$	-
8. Office Expenses-Communications:						
Includes cost of phone usage, Fax, cell phone and pager for 12 months.						
Amount:	$0			Portion of rate:	$	-

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

9. Office Expenses-Postage:

Includes mailings to consumers and providers, training announcements to providers for 12 months.

Amount: $50 Portion of rate: $ 0.0001

10. Office Expenses-Office Supplies:

Includes monthly replenishment of office supplies.

Amount: $10,100 Portion of rate: $ 0.0212

11. Office Expenses-Provider Recruitment (advertising):

Includes costs for advertising for providers in local newspapers, radio, TV, Etc.

Amount: $100 Portion of rate: $ 0.0002

12. Memberships, dues:

Includes books, periodicals, legal notices and PA Council dues.

Amount: $5,500 Portion of rate: $ 0.0115

13. Professional Services - Software Agreement:

Refined Technologies- provide registry software for data collection and reporting.
Consulting services for Negotiations.

Amount: $4,800 Portion of rate: $ 0.0101

14. Administrativel Overhead - Internal:

Includes costs of County Department of Health & Human Services (DHHS) Administrative Unit's salaries, benefits and overhead for providing Public Authority with administrative and fiscal support.

Amount: $0 Portion of rate: $ -

15. Administrative Overhead - External -Annual CCAP A-87:

The County's A -87 Cost Allocation Plan.

Amount: $574 Portion of rate: $ 0.0012

16. Training/Education-Consumers

Training and education costs.

Amount: $50 Portion of rate: $ 0.0001

17. Training/Education-Providers

Training and education costs.

Amount: $50 Portion of rate: $ 0.0001

18. Misc-Events & Meetings:

Costs for special events (IE Senior Fair, Health Fair, etc.)

Amount: $50 Portion of rate: $ 0.0001

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

CBO-212

MEMORANDUM OF UNDERSTANDING

Between

THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

And

SEIU LOCAL 2015

TERM

NOVEMBER 25, 2020 – DECEMBER 31, 2025

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

(20-212

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Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C80-212

PREAMBLE

A. This agreement is made and entered into between the Colusa County In-Home Supportive Services Public Authority ("the Public Authority") and SEIU Local 2015 (hereinafter "the Union")

B. Both the Public Authority and the Union recognize the important role of the In-home Supportive Services ("IHSS") and Waiver Personal Care Services ("WPCS") providers in Colusa County ("Providers") and the vital link they form to IHSS Recipients ("Consumers"). The parties agree that it is the exclusive right of Consumers to hire, fire, and supervise Providers.

SECTION I – RECOGNITION

A. The Public Authority as Providers' Employer of Record for collective bargaining purposes recognizes SEIU Local 2015 as the exclusive representative of the Providers.

B. The Union shall provide the Public Authority with the names of the Union's representatives and shall notify the Public Authority of any changes.

C. This Agreement does not apply to others affiliated with, contracted by or employed by the Public Authority, including without limitation administrative and operational staff.

SECTION II – MUTUAL RESPECT

The Public Authority and the Union encourage all Providers and staff involved in the IHSS program, regardless of position, profession, or rank, to treat each other with courtesy, dignity and respect.

SECTION III – UNION RIGHTS

A. The Union shall have all rights and privileges provided by the United States Constitution, the California State Constitution, Federal law, and California State law.

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C20.212

B. The Union has the exclusive privilege of dues deductions from all Providers covered by this Agreement. The Public Authority will work collaboratively with the Union and the State Controller to request the deduction of dues, subject to the payroll practices and limitations of the State and provided that Providers have signed an authorization card. The Union shall be and is solely responsible for payment to the State of any expenses related to the administration of this Section.

1. When an individual Provider's earnings for a calendar month, after required federal and state deductions are made, are insufficient to cover the amount of dues, no dues payment will be withheld for that calendar month;

2. When an individual Provider is in a non-paid status for an entire calendar month, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings; and

3. All required federal and state deductions shall have priority over Union dues.

C. The Public Authority shall provide the Union monthly with the standardized reports generated by CMIPS 2 regarding Providers, including social security numbers, which shall include the Providers' unique IHSS identifier numbers, if provided by CMIPS 2.

D. The Union may utilize County conference rooms and similar building facilities for meeting with Providers, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with County needs. The Union shall obtain permission from Public Authority Services Manager before using such facilities and may use only those facilities as are designated as available by them.

E. The Union may post material on designated bulletin boards located in areas entered by Providers. No material other than notices for meetings, social events, elections, notice of training opportunities, general information, and appointments shall be posted on a bulletin board. All material shall be dated and signed by The Union representative responsible for its issuance.

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C20.212

F. Providers may contact the Public Authority Services Manager with any and all concerns regarding their Consumers and the delivery of adequate services to their Consumers.

G. At the beginning of this Agreement, the Union shall provide the Public Authority Manager with a current list of Official Union Representatives and stewards for the Provider bargaining unit. This list shall include the name, title, telephone number, mailing address (if any) of the Official Union Representatives and stewards, if any. One of the Official Union Representatives listed shall be the Union President. The Union shall notify the Public Authority Services Manager in writing of any changes to the list as they occur. Lists provided pursuant to this Section, will be mailed to the address provided by the Public Authority Services Manager for that purpose. Official Union Representatives and stewards shall not be recognized by the IHSS Public Authority Services Manager until such list or changes to the list are provided to the Public Authority Services Manager.

H. New Provider Orientation

This provision applies to all potential Providers who attend New Provider Orientation and is intended to comply with Government Code sections 3555 et. Seq. and Section 12301.24 of the Welfare and Institutions Code.

1. The Public Authority will provide the Union with not less than ten (10) calendar days' advance written notice of the time, date, location, and primary language of all new Provider orientation meetings. The advance notice will include the names and contact information of potential Providers attending the orientation meetings. Notice will be made by way of email to the Union Representative or another contact person designated by the Union.

2. The Union will be given up to thirty (30) minutes at the beginning of the new Provider orientation meetings. County representatives shall excuse themselves and not be present during the Union's portion of the new Provider orientation meetings.

SECTION IV - MANAGEMENT RIGHTS

A. It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

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1. Determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.

2. Take whatever actions may be necessary to determine and carry out the mission of the IHSS Public Authority and to act in situations of emergency.

3. Manage its operations in the most economical and efficient manner consistent with the best interests of all the Consumers in In-Home Supportive Services in Colusa County.

SECTION V - PUBLIC AUTHORITY LIABILITY

A. Any obligation or legal liability of the Public Authority, whether statutory, contractual, or otherwise, shall be the obligation or liability solely of the Public Authority and shall not be the obligation or liability of Colusa County.

B. The Public Authority is an independent legal entity, separate and apart from Colusa County. The Authority has no power to bind the County to any contractual or legal obligations. Nor may the obligees of the Public Authority seek recourse against Colusa County for any financial or legal obligation of the Public Authority.

SECTION VI – REGISTRY

A. It is recognized that one of the Public Authority's primary missions is to provide registry services to facilitate the referral of Providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

1. Registry services also may be utilized by both Providers and Consumers as a relief service to assist in providing short-term temporary respite replacement for Providers and to provide emergency short-term coverage for Consumers who are unexpectedly without a Provider. Whenever possible, Consumers and/or Providers should give reasonable advance notice before requesting assistance. The Public Authority shall make good faith efforts to make Providers available whenever they are requested, however, emergency and respite relief services shall be

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dependent upon the availability of qualified Providers who are willing to accept the work.

2. The Public Authority retains exclusive right to list, refer with or without comment, suspend, or remove the individual Provider from the Registry.

B. The Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider.

C. This Section only applies to Providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers.

SECTION VII - NON-DISCRIMINATION

The parties affirm their respective policies of non-discrimination in the treatment of any Provider because of race, color, national origin, sex, gender identity, age, religion, marital status, sexual orientation, genetic information, disability, or union activity.

SECTION - VIII. PROVIDER RIGHTS

Providers have the right to decline or terminate employment at any time and for any reason. A Provider who is actively employed by a Colusa County Consumer will give reasonable notice to the Public Authority Services Manager of their intent to terminate employment with the Consumer.

SECTION – IX WAGES

A. Base Wage

The Base Wage for Providers shall be the State or Federal minimum wage, whichever is highest.

B. Wage Supplement

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C20-212

1. Effective as soon as administratively feasible following Board approval or January 1, 2021, whichever is later, the Public Authority will establish a Wage Supplement of fifty cents ($0.50) per hour.

2. In the event the Federal, State and County cost share arrangement is altered in any way and results in additional cost for the County, the wage supplement shall be terminated. In no event, however, shall the base wage be lower than the State or Federal minimum wage.

C. The implementation and continuation of the above described wage increases is contingent upon the following:

1. Approval of this MOU and approval of each new wage rate by the State Department of Social Services pursuant to the terms of California Welfare and Institutions Code Section 12306.15;

2. Continuation of the County Maintenance of Effort (MOE) requirements pursuant to Welfare and Institutions Code Section 12306.15 as those requirements existed on the effective date of this MOU;

3. Should the Department of Social Services not approve this MOU, or the above described wage increase, the parties will reopen negotiations on the issue of wages only. Once approved, if the MOE requirements described in paragraph 2, above, are modified or eliminated, the parties will reopen negotiations on the issue of wages only.

SECTION X - GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute which involves the interpretations or application of any provision of this MOU excluding, however, the introduction and those provisions of the MOU which specifically provide that the decision of any Public Authority official or Consumer shall be final. The Union may represent the grievant at any stage of the process.

B. Provider Participation

Provider participation in the grievance in any capacity shall be solely on the Provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C80.212

C. Effect of Grievance on Pending Action

Unless the Public Authority and the Union have mutually agreed in writing to the contrary, the filing of a grievance shall not serve to stay any Public Authority action, prior to the final determination.

D. Filing Deadline

Grievances must be filed within twenty (20) calendar days of the date that the grievant became aware, or reasonably should have become aware, of the incident or occurrence giving rise to the grievance.

E. Procedural Steps

Grievances shall be processed in the following manner:

Step 1 (Informal)

Any Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the Public Authority Services Manager or, in the absence of the Public Authority Manger, such representative as the Public Authority Services Manager may designate. A decision by the Public Authority shall be issued within fifteen (15) calendar days following the discussion. If the Step 1 response is provided in writing, a copy will be forwarded to the Union.

Step 2 (Formal)

If a grievance is not satisfactorily resolved at Step 1 above, the grievant, or the Union, may submit the grievance in writing to the Director of Health and Human Services within fifteen (15) calendar days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Director of Health and Human Services shall have fifteen (15) calendar days in which to respond to the grievance in writing. If the Union requests a meeting with the Director of Health and Human Services, such a meeting shall be held within fifteen (15) calendar days of the request, or some later date upon mutual agreement with the Public Authority and the Union. If a meeting is held, the written response shall be fifteen (15) calendar days following the meeting. A copy of the Step 2 response will be forwarded to the Union.

Step 3 (County Human Resources Director)

If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within fifteen (15) calendar days of notice of the Step 2 decision, file written notification of the other party that the grievance is being advanced to Step 3, the County Human Resources Director or, in the absence of the Human Resources Director, such representative as the County Human Resources Director may designate.

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

C20.212

The County Human Resources Director, or designee, shall have fifteen (15) calendar days in which to respond to the grievance in writing. If the Union requests a meeting with the County Human Resources Director, or designee, such meeting shall be held within fifteen (15) calendar days of the request, or some later date upon mutual agreement of Public Authority and the Union. If a meeting is held, the written response shall be fifteen (15) calendar dates following the meeting. A copy of the Step 3 response will be forwarded to the grievant.

The decision of the County Human Resources Director shall be the final administrative action of the grievance procedure. Following completion of the above-described Grievance Procedures, nothing in this Article shall be interpreted to preclude the parties to a grievance from pursuing whatever other remedies may be available to them at law.

F. **Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant, or the Union, fails to file or advance a grievance within the above-specified time limits, the grievance shall be forfeited. If the Public Authority fails to respond within the above-specified time limits, the grievant, or the Union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

SECTION XI – SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of such provision shall be restrained by such tribunal, the remainder of the Agreement shall remain in full force and effect.

SECTION XII - MODIFICATION AND WAIVER

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

(20)17

A. No term or condition in this Agreement may be changed without the written agreement of the Public Authority and the Union.

B. The waiver or breach of any term or condition of this Agreement by the Public Authority or the Union shall not constitute a precedent in the future enforcement of any term or condition of this Agreement.

SECTION XIII – TERM

This MOU shall become effective on the date following final approval by the Public Authority Governing Board and shall continue in full force and effect until December 31, 2025.

For SEIU Local 2015,

César Alvarado, Organizer
Chief Spokesperson

Arnulfo De La Cruz
Executive Vice President

For The Colusa County IHSS Public Authority:

Denise J. Carter
Chair, Colusa County Public Authority
Governing Board

Patrick Clark
Chief Negotiator

SEIU Local 2015 Negotiating Committee:

Olga Mendoza

Eufrocina Pérez

Esmeralda Rivera

Norma Velazquez

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

By _____, Deputy

Attachment: Public Authority Rate Change Packet (10118 : IHSS Public Authority Rate Change)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Interviews and possible appointment for the vacant position of District Attorney. (Applications received: Matt Beauchamp and Jessica Miller)**

Interviews and possible appointment for the vacant position of District Attorney.
(Applications received: Matt Beauchamp and Jessica Miller)

Detailed Description/Background of request

As directed by the Board of Supervisors, interviews shall be held with individuals who have submitted their letter of interest to the Board by the cutoff of 4:00 p.m., October 23, 2024.

Candidates are: Matthew R. Beauchamp
Jessica F. Miller

At the conclusion of the interviews, the Board may choose to appoint, or they may provide direction to staff. Any appointment would be for the remainder of the term, through January 2, 2029.

Prior Board Action

None.

Fiscal Impact/Funding Source

Base salary is $15,553 per month, and subject to additional "years of public service" adjustment. Will not be known until candidate is selected.

Action for the Clerk

None.

ATTACHMENTS:

- Letter of Interest from Matt Beauchamp (PDF)

- 10-21-24 Miller letter of interest_Redacted (PDF)

RECEIVED
OCT 17 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

October 17, 2024

Board of Supervisors, County of Colusa
547 Market Street
Colusa, CA 95932

Re: Interest in Appointment to Position of Colusa County District Attorney

Dear Members of the Board:

As I am sure you are aware, yesterday District Attorney Brendan Farrell ascended the bench as a Judge of the Colusa County Superior Court. By this letter I am expressing my interest in being appointed to the open position of Colusa County District Attorney. I have held the position of Colusa County District Attorney in the recent past and know that I have the necessary credentials. I was admitted to practice in the Supreme Court of the State of California over 39 years ago. I have practiced law in one capacity or another for that period of time and I have handled all types of serious cases.

For the last two years, I have been the Chief Deputy District Attorney in the District Attorney's Office. In that capacity, I supervise the office attorneys and staff and act for the District Attorney in his absence. I am currently running the office.

During my tenure with the office, I have prosecuted every variety of criminal case including felony homicide and manslaughter cases. I alone handle the office's drug asset forfeiture cases. In the past I have been recognized at the annual California District Attorneys Association Conference as the California Fish and Wildlife prosecutor of the year for the entire State of California.

In addition to working as a prosecutor, I was previously in private practice for 16 years at the Law Offices of Beauchamp & Santana. My private practice was exclusively litigation. I devoted approximately 90 percent of my practice to defense litigation, and the remaining 10 percent to varied civil matters, including asset forfeiture and personal injury cases. In addition to extensive trial experience, my experience managing a law practice and my background as the former elected District Attorney has given me a skill set in hiring and supervising staff, including sworn peace officers, as well as competence with developing and managing budgets. As some of you may remember, for the six years I was the District Attorney my office budget always ran in the black.

Attachment: Letter of Interest from Matt Beauchamp (10151 : Interviews for District Attorney)

I believe that my proficiency in the legal field, as well as, the positive relationships I have developed within my office and with our local law enforcement partners, makes me an excellent candidate for the position of District Attorney.

I welcome the opportunity to be interviewed. Thank you for your consideration.

Sincerely,

Matthew R. Beauchamp
Chief Deputy District Attorney

MRB/ms

Attachment: Letter of Interest from Matt Beauchamp (10151 : Interviews for District Attorney)

The State Bar *of California*

Attorney Search

Your search for *Matthew R. Beauchamp* returned 1 results.

Click any column heading to sort on that column. Hold shift and click multiple headings to sort on multiple columns.

Name	Status	Number	City	Admission Date
Beauchamp, Matthew Rogers	Active	118018	Colusa	June 1985

Showing 1 to 1 of 1 entries

Previous 1 Next

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Attachment: Letter of Interest from Matt Beauchamp (10151 : Interviews for District Attorney)

RECEIVED
OCT 2 1 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

October 21, 2024

Board of Supervisors
County of Colusa
547 Market Street, Ste 102
Colusa, CA 95932

Re: Letter of Interest
Colusa County District Attorney

To Whom It May Concern:

Please consider this letter of interest for the open position of Colusa County District Attorney. I have enclosed a copy of my resume with this letter as an overview of my qualifications for such a position. As a Butte County prosecutor for over thirteen years, I am well qualified for the position of Colusa County District Attorney. I have handled criminal prosecution in every type of matter from misdemeanors to murder and have also worked on cases involving juveniles as well as asset forfeiture. I can confidently say that I have represented Butte County in every type of criminal matter available within the spectrum. I am currently a supervisor of a felony prosecution team of 3 members and have previously served as a supervisor of the misdemeanor team which encompassed 5 deputy district attorneys as well as the coordination of our extra-help attorneys and interns.

While I am currently registered to vote in Butte County, I am willing to relocate to Colusa County for an opportunity to serve its community as District Attorney. Further, I am qualified for the position in accordance with *Government Code section 24002*. I believe my experiences as a life-long resident of Butte County matches well with the residents of Colusa County and look forward to discussing this matter further with you.

Thank you for your consideration. If I can provide any additional information as you work through the selection process, please let me know how I can assist.

Sincerely,

Jessica Miller

Jessica F. Miller

[redacted]

Attachment: 10-21-24 Miller letter of interest_Redacted (10151 : Interviews for District Attorney)

JESSICA F. MILLER

[redacted]

EXPERIENCE

MARCH 2012 – PRESENT

SUPERVISING DEPUTY DISTRICT ATTORNEY, BUTTE COUNTY DISTRICT ATTORNEY'S OFFICE

Representative of the Butte County District Attorney in prosecuting both felony and misdemeanor crimes. Currently assigned to supervise a team in the felony division, which includes: exercising independent judgment on diverse and specialized legal counsel with accountability and ongoing decision-making responsibilities associated with the work. Responsible for full vertical management of complex and sensitive criminal cases, planning, organizing, supervising, reviewing, and evaluating the work of assigned staff and for providing professional level support to the District Attorney in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion with established guidelines. In addition to supervisory duties, I also maintain a full caseload which encompasses a variety of misdemeanor and felony cases, which are prosecuted in a vertical prosecution module resulting in prosecution of case from crime scene investigation through final resolution. Duties include: review of police and other law enforcement reports to conduct a factual and legal analysis for charging decisions; case management within assignment; trial strategy and preparation; negotiations and plea agreements; trial preparation; drafting law and motion briefs as well as oppositions; appearances in court for all calendar proceedings including scheduling conferences, law and motion, preliminary hearings, trial, and sentencing. I work directly with law enforcement to advise on potential charges/issues as investigations are ongoing and review warrants on their behalf. In addition, I have provided trainings to law enforcement within and outside of Butte County in the areas of: Domestic Violence, Jail Crimes, Vehicle Thefts, Report Writing and Trial Testimony, Proposition 64, and a case study on environmental crimes and BHO Labs. I have taken 38 cases to verdict via jury trial, 12 cases to verdict via court trial, which encompasses crimes ranging from misdemeanors to murder.

JANUARY 2010 – MARCH 2012

ATTORNEY, SELF-EMPLOYED

Representation of clients and their legal matters with an emphasis in litigation, primarily in the areas of real property, business law, estates and trusts, and probate. Also accepted appointment as conflict counsel for the juvenile public defenders in Butte County for the last 6 months of my practice. Duties generally included, but are not limited to: oversight of client matters from initial consultation to resolution/conclusion of representation, meeting with clients, giving advice as to course of conduct; drafting and execution of legal documents including: deeds, wills and trusts, complaints, motions, petitions, settlement agreements and others; court appearances including: law and motion, hearings, contested hearings, settlement conferences, and trial; and legal research. Also managed all office affairs including accounts payable and receivable as well as general office matters.

Attachment: 10-21-24 Miller letter of interest_Redacted (10151 : Interviews for District Attorney)

DECEMBER 2005 – JULY 2009

ATTORNEY, LAW OFFICE OF WILLIAM G. APGER

Representation of clients and their legal matters with an emphasis in litigation, primarily in the areas of real property, business law, estates and trusts, and probate. Duties generally included, but are not limited to: oversight of client matters from initial consultation to resolution/conclusion of legal documents including: deeds, wills and trusts, complaints, motions, petitions, settlement agreement and others; court appearances including: law and motion, hearings, contested hearings, settlement conferences, and trial; and legal research.

EDUCATION

MAY 2005

JURIS DOCTORATE WITH DISTINCTION, UNIVERSITY OF THE PACIFIC, MCGEORGE SCHOOL OF LAW

Witkin Award Recipient for highest grade in Evidence; Barrister's Scholarship recipient (25% of annual tuition) Dean's Honor Roll 2003, 2004 and 2005; Traynor Honor Society.

MAY 1999

BACHELOR OF ARTS, CALIFORNIA STATE UNIVERSITY, CHICO

Received a bachelor of Arts in Liberal Arts with a Minor in Music.

ACTIVITIES

California State Bar. Admitted to the California State Bar in December 2005 and am currently active member. California State Bar Membership Number 238746.

Butte County Deputy District Attorney's Association. Became a member in March 2012. Currently holding a board position as Treasurer. Duties also include acting as a member of the labor negotiation team with Butte County. This is a California non-profit corporation with a primary purpose of supporting and promoting law enforcement and law enforcement objectives within Butte County.

Curtain Call. Currently acting as vice-president. This is a California non-profit organization that promotes the arts within Butte County and specifically supports Northern California Ballet School, Oroville.

Send Me Outdoors. Currently serve on the Advisory Board in the position of risk management. This is a non-profit organization based in South Carolina with a reach into California that provides outdoor opportunities and support to military and law enforcement veterans as they transition into civilian life after a career in public service.

Zeta Tau Alpha National Fraternity. Became a member in September 1996 and continue active membership. As a collegiate served as President and Scholastic Chair. As an alumnus, served on housing committee and am currently the President and have previously served as Vice President of Programming for the North Valley Alumni Chapter.

Rotary International. Currently a member of Oroville Sunrise Rotary and currently serve as Public Relations Chair. I have previously served as secretary and served two terms as president.

Attachment: 10-21-24 Miller letter of interest_Redacted (10151 : Interviews for District Attorney)

COUNTY OF COLUSA, CA

9.2

Request For County Board of Supervisors Action

MEETING DATE: **October 29, 2024**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

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

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

Detailed Description/Background of request

As directed by the Board of Supervisors, interviews shall be held with individuals who have submitted their letter of interest to the Board by the cutoff of 4:00 p.m., October 23, 2024.

Candidates are: Cindy Dillard

At the conclusion of the interviews, the Board may choose to appoint, or they may provide direction to staff. Any appointment would effective January 1, 2025 for the remainder of the term, through January 5, 2027.

Prior Board Action

None.

Fiscal Impact/Funding Source

Base salary is $11,785 per month, and subject to additional "years of public service" adjustment. Will not be known until candidate is selected.

Action for the Clerk

None.

ATTACHMENTS:

- 10-18-24 Dillard letter of interest (PDF)
- 09-20-24 Dillard letter of interest and recommendation letter (PDF)

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

547 Market St, Suite 111
Colusa, CA 95932

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

October 18, 2024

Wendy Tyler, County Administrator Officer
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

RECEIVED
OCT 18 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Re: Letter of Interest

Dear Members of the Board;

I am writing this letter to express my interest in serving the remainder of the four term of Colusa County Treasurer-Tax Collector, Public Administrator. I have been the Assistant Treasurer-Tax Collector of Colusa County since March of 2016. I have managed the day-to-day business of the department since that time. In addition, I spent two years working for the Colusa County Assessor's office and nearly 20 years in the banking industry in operational and supervisory rolls. I am confident that my qualifications, experience and commitment to Colusa County make me the ideal candidate for this role.

I have worked diligently to modernize and create efficiency within the department; to create a cohesive work environment and develop solid working relationships. While we have experienced times of trial and tribulations and several changes, we have grown, become stronger and more proficient as a team. Our team is a loyal group, devoted to providing superior customer service to the community and to working closely with Colusa County Departments.

With Dan's leadership style being "Delegator", I was compelled and required to learn and manage all aspects of Treasury, Tax Collection and Public Administration. I have taken advantage of courses offered to educate myself on the particulars of the duties required and have benefited greatly from the relationships I have established with Financial Advisors, staff from other Tax Collector and Public Administrator offices and various Associations.

My leadership style is more interactive or "Hands On". I am committed to building working relationships with the Board, Department Heads, County Staff and the Public to produce quality work, and provide excellent service. I believe that appointing me would ensure a smooth transition and be the most fiscally responsible decision for the County.

I have spent the past 35 years working in Colusa County. In 2018 I moved back with the intention of finishing my career here. Colusa County and its constituents are near and dear to me and I look forward to serving our community for many years to come.

Thank you for your time and consideration.

Sincerely,

Cindy Dillard
Assistant Treasurer-Tax Collector

Attachment: 10-18-24 Dillard letter of interest (10152 : Interviews for Treasurer/Tax Collector/Public Administrator)

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

547 Market St, Suite 111
Colusa, CA 95932

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

September 20, 2024

Wendy Tyler, County Administrator Officer
Colusa County Board of Supervisors
547 Market Street, Suite 110
Colusa, CA 95932

Re: Letter of Interest

Dear Members of the Board;

I must admit that when I stepped into the role of Assistant Treasurer-Tax Collector, I wasn't sure what to expect. I was relatively new to a career in the government sector but was confident that the experience I acquired working in the Assessor's office, at Farm Credit and my close to 20 years in banking operations would enable me to succeed in the role.

I have worked diligently to modernize and create efficiency within our department. To create a cohesive work environment and develop solid working relationships. While we have experienced some times of trial and tribulations and several changes, we have grown, become stronger and more proficient as a team. Team TTC is loyal, devoted to providing superior service to the community and to working closely with Colusa County Departments.

Much to my surprise, Dan informed the department that he is actually retiring this year. While I understand you have options, I would be honored if you would consider me to complete the remainder of the 23-27 term as the Treasurer-Tax Collector. In addition to running the day-to-day business of our department I have developed relationships with the financial advisors we currently purchase securities from. I have spent time with them and on my own educating myself on the ins and outs of public funds and feel certain that I am ready and can successfully lead the department.

I have spent the last 35 years working in Colusa County and in 2018 moved back with intention of finishing my career here. Colusa County and its constituents are near and dear to me and I look forward to serving our community for many years to come.

I am committed to building working relationships with the Board and with Department Heads to produce quality work, and provide excellent service.

Thank for your time and consideration.

Sincerely,

Cindy Dillard
Assistant Treasurer-Tax Collector

Attachment: 09-20-24 Dillard letter of interest and recommendation letter (10152 : Interviews for Treasurer/Tax Collector/Public Administrator)

ALAMO CAPITAL
INVESTMENT SERVICES

Nader Mokri

Senior Vice President, Institutional Sales

(615) 261-9904

nmokri@alamocapital.com

September 19, 2024

Dear Colusa County,

Hi, my name is Nader Mokri from Alamo Capital. I have been in the business for 39 years covering counties and municipalities. It is a pleasure working with the County of Colusa and I feel compelled to write to you with a recommendation of Cindy Dillard for Treasurer. I have known Cindy for four years, during which we have closely worked together. During this time, Cindy consistently showcased exceptional leadership and problem-solving skills. Cindy's collaborative and innovative approach to work has been instrumental in fostering a productive and harmonious workflow.

I wholeheartedly believe that Cindy Dillard would be a valuable addition to your team and that her skills and experience make her an excellent fit as Treasurer. If you require further information, please don't hesitate to contact me at (615) 261-9904.

Sincerely,

Nader Mokri

Attachment: 09-20-24 Dillard letter of interest and recommendation letter (10152 : Interviews for Treasurer/Tax Collector/Public Administrator)

COUNTY OF COLUSA, CA **9.3**

Request For County Board of Supervisors Action

MEETING DATE:	**October 29, 2024**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Interviews and possible appointment for the upcoming vacancy in the position of Assessor. (Applications received: Bob Buckner and John Martin)**

Interviews and possible appointment for the upcoming vacancy in the position of Assessor. **(Applications received: Bob Buckner and John Martin)**

Detailed Description/Background of request

As directed by the Board of Supervisors, interviews shall be held with individuals who have submitted their letter of interest to the Board by the cutoff of 4:00 p.m., October 23, 2024.

Candidates are: Bob Buckner and John Miller.

At the conclusion of the interviews, the Board may choose to appoint, or they may provide direction to staff. Any appointment would effective January 1, 2025 for the remainder of the term, through January 5, 2027.

Prior Board Action

None.

Fiscal Impact/Funding Source

Base salary is $11,816 per month, and subject to additional "years of public service" adjustment. Will not be known until candidate is selected.

Action for the Clerk

None.

ATTACHMENTS:

- Application from Bob Buckner (PDF)
- Application from John Martin (PDF)

RECEIVED
OCT 22 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Bob Buckner
Assistant Assessor
630 Grand Ave
Oroville, CA. 95965

October 21, 2024

Board of Supervisors
547 Market St.
Suite 102
Colusa, CA. 95932

To the Colusa County Board of Supervisors,

Arnold Gross, Colusa County Assessor, has begun the process of retiring after many years of dedicated service to the County of Colusa. Prior to submitting his retirement letter Arnie approached me and said that he would like to appoint me as the Assessor to finish the remainder of his term; however, that is something the Board of Supervisors will ultimately decide. I am submitting this letter as confirmation that I wish to be considered as a candidate for the Assessor of Colusa County once Arnie has served his last day.

I graduated from CSU Chico, in 1993, and worked in the private sector for several years until I was hired as an Appraiser with Butte County in 1998. This was the beginning of my career as a public servant, something that I pride myself in to this day. I worked for the Butte County Assessor's office from 1998 to 2010 and worked my way up from an Appraiser I to a Senior Real Property Appraiser after I earned my Advanced Appraisal Certificate from the Board of Equalization. I then took a position with the Sutter County Assessor's office, where I worked from 2010 to 2018. I left the Assessor's office in 2018 to become a Staff Analyst with the General Services Department where I was in charge of the Purchasing Department and supervisor for up to four staff members. I remained in this position for three years, and during that time, gained a better understanding of budgets, managerial duties, and time management skills.

I was then hired as the Assistant Assessor for Colusa County May, 10, 2021. During my three plus years as the Assistant Assessor, I have handled three book assignments, valued the possessory interests, gas wells, Williamson Act properties, as well as other duties that may arise. I have also been tasked with numerous job duties such as the budget for the Assessor's office, payroll as well as other duties for our Department. During my tenure as the Assistant Assessor, the office and I have looked at additional avenues to become more efficient and to create an office environment that is based on respect, customer service and to carry out our assignment according to the provisions of Proposition 13. In total, I have over 23 years of experience within the Assessor's office for three different jurisdictions and believe I have the necessary qualifications to succeed as the appointed Assessor.

Thank you for your consideration.

Sincerely,

Bob Buckner
Assistant Assessor
bbuckner@countyofcolusa.gov
(530) 458-0454

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

Bob L. Buckner
630 Grand Avenue * Oroville, CA. 95965 * (530) 403-9987

WORK EXPERIENCE:

05/21 - Present Assistant Assessor
Colusa County Assessor's Office
547 Market St. Suite 101
Colusa, CA. 95932
Supervisor: Arnold Gross, Assessor

Current job duties consist of coordinating and organization of staff, manage both Real Property and Personal Property Divisions for the department, prepare the annual budget for the department, prepare verbal and written reports as well as prepare cases for presentation for the Assessment Appeals Board.

Colusa County is a small, rural County, and as such, our office is tasked with handling many duties rather than specialize in specific divisions. As the Assistant Assessor I have a working assignment valuing many different types of properties such as Residential, Commercial, Agricultural and Industrial properties. I also value all Williamson Act Properties, Possessory Interests and Gas Wells that are located in the County. I also am tasked with managing the Appeals process for our department and am responsible for presenting any appeals that are to be heard before the Assessment Appeals Board.

Other duties that fall within my job scope is to prepare the annual budget for the department, handle customer service complaints and any other issues that need to be addressed.

05/18 - 05/21 Staff Analyst
Sutter County General Services Department
146 Garden Hwy.
Yuba City, CA. 95991
Supervisor: Diona Pope

Job duties consisted of overseeing/management of the Purchasing Division, internal Human Resources for the General Services department, maintains and negotiates certain leases and contracts for the County, and other administrative duties for General Services. This position entails multiple job functions such as reviewing claims, assist the Administrative and Finance Manager with administrative duties, help implement various procedures and policies, and coordinate with other divisions within the Department to maintain effective day to day operations.

The County currently operates under a centralized purchasing model and for purchases greater than $5,000, purchases are run through the Purchasing Division. Our job is to endure best pricing as well verify there is adequate budget to proceed with purchases. Through quotes, RFP's, RFQ's, and IFB's, it is the objective to purchase services and commodities for Sutter County with best pricing and/or services. Capital Assets, such as vehicles, are purchased using an Invitation For Bid (IFB). Through coordination with many departments, I am tasked with procuring all vehicles for Sutter County ensuring the vehicles are put into service in a timely manner while remaining under budget.

As the Staff Analyst I am also responsible for internal Human Resources responsibilities, performing such duties as Personnel/Payroll Forms (PPF"s), interpretation of the Memorandum of Understanding (MOU), and assisting the Human Resources Department for the employees of General Services.

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

Bob L. Buckner
630 Grand Avenue * Oroville, CA. 95965 * (530) 403-9987

It is also my responsibility to work with landlords on commercial properties Sutter County leases from. It is my responsibility to negotiate terms of the leases ensuring Sutter County is paying market rent for our leased properties.

As the Staff Analyst for General Services I also write the staff reports that go before the Board of Supervisors, monitor Public Request Acts for General Services, monitor budgets for purchasing authorizations, and oversee the Hall rentals and Boat Launch facilities.

04/10 - 05/18 *Real Property Appraiser III*
Sutter County Assessor's Office
1160 Civic Center Blvd. Suite D
Yuba City, CA. 95993
Supervisor: Lori Munz

Appraiser III is the advanced journey level class in the appraiser series. Responsible for appraisals of complex commercial, residential, agricultural and gas wells. Conducts investigations, gathers, organizes and analyzes data in determining the taxable value of all taxable real property in accordance with accepted appraisal practices and standards.

Inspect building improvements and changes to determine the effect on property value. Inspect exterior and interior of buildings to determine classification according to standards set forth in appraisal manuals. Estimate replacement and construction costs, resale values and other pertinent factors affecting property values. Collect and analyzes sales, income and expense data to determine rates, net income, and value of income producing properties.

Successfully argued and defended commercial, gas wells, residential and agricultural property appeals. Extremely knowledgeable in all areas of the appeals process. Vast familiarity with Proposition 13, and its effect on the appeals process. Extensive experience with various property tax agents and the roll they may play in the appeals process.

Prepare analysis for State Board of Equalization. Assist with training of new appraisers.

10/05 - 04/10 *Senior Appraiser*
11/02 - 10/05 *Appraiser III*
08/99 - 11/02 *Appraiser II*
07/98 - 08/99 *Appraiser I*
Butte County Assessor's Office
25 County Center Dr.
Oroville, CA. 95965
Supervisor: Blake Bailey

Performed complex residential, commercial, and industrial appraisal assignments to include apartment complexes, mobile home parks, private power plants and water companies and other domiciles.

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

Bob L. Buckner
630 Grand Avenue * Oroville, CA. 95965 * (530) 403-9987

Analyzed data collected during field appraisal visits; interpreted which data was valid and pertinent to the valuation of a specific property. Employed accepted appraisal methods, including the market, income, and cost approach to value to arrive at a value conclusion.

Researched and prepared defense of Assessor's Office valuations. Provided testimony to the Appeals Board and implemented the Appeals Board's decision.

Instrumental in creating and designing sales data base for market analysis of comparable properties. Assisted in implementation of procedures and policies for new appraisal staff. Responsible for appraisal of all commercial properties in Oroville.

Certificates: **Advanced Certified Property Tax Appraiser**

Additional courses and training: **Course #1**; Introduction to Appraising for Property Tax Purposes, **Course #3**; Residential Appraisal Procedures, **Course #5**; Income Approach to Value, **Course #52**; Valuation of Restricted (Open-space) Lands, **Course #56**; Advanced Sales Comparison & Income Capitalization Approaches, and **Course #120**; Investment Mathematics and Financial Calculators.

EDUCATION:

1991-1993	California State University, Chico Bachelor of Science, Business Administration: December 1993	Chico, CA
1989-1991	Fullerton Community College Associate of Arts	Fullerton, CA

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

California State University, Chico

The Trustees of

The California State University

on recommendation of the faculty have conferred upon

Bob L. Buckner

the degree of

Bachelor of Science

Business Administration

with all the rights and privileges pertaining thereto. Awarded at Chico, California, this thirty-first day of December, nineteen hundred ninety-three.

Governor of California and President of the Trustees

Chair, Board of Trustees

Chancellor of The California State University

President of the University

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

CALIFORNIA STATE BOARD OF EQUALIZATION

Hereby issues this notification pursuant to Article 8,
Chapter 3 of Part 2 of Division 1, section 670 of the Revenue and Taxation Code to:

Bob Buckner

who has duly qualified as a

CERTIFIED PROPERTY TAX APPRAISER

in the State of California and is entitled to perform the duties and exercise the authority as conferred thereby



Witness Our Hand and Seal

This 4th Day of March 1999

EXECUTIVE DIRECTOR

Certificate No. 8506

BOE-747-PT (5-98) *This certificate is the property of the State of California, and in the event of its suspension or invalidation for any reason, it must, upon demand, be returned to the State Board of Equalization*

Attachment: Application from Bob Buckner (10153 : Interviews for Assessor)

CALIFORNIA STATE BOARD OF EQUALIZATION

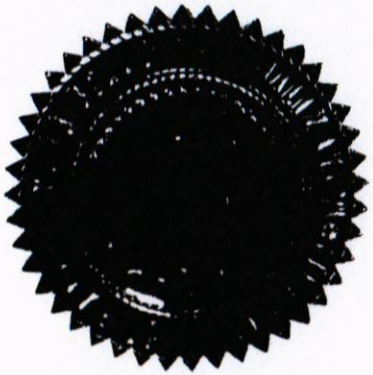
Hereby issues this notification pursuant to Article 8,
Chapter 3 of Part 2 of Division 1, section 670 of the Revenue and Taxation Code to:

BOB L. BUCKNER

who has duly qualified as a

ADVANCED CERTIFIED PROPERTY TAX APPRAISER

in the State of California and is entitled to perform the duties and exercise the authority as conferred thereby



Witness Our Hand and Seal

This 13th Day of March 2002

Janet E. Speed

EXECUTIVE DIRECTOR

Certificate No. 8506

BOE-747-APT (5-98) *This certificate is the property of the State of California, and in the event of its suspension or invalidation for any reason, it must, upon demand, be returned to the State Board of Equalization.*

RECEIVED
OCT 23 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

October 22nd, 2024

Office of the Board of Supervisors
Assessor Appointment

Dear whom this may concern,

With my experience and long history of farming and planning, I believe I would be the correct candidate for the appointment to Assessor for the County of Colusa. Being a highly organized individual with experience with property development and zoning, I am certain that I will make a great asset to the County of Colusa with my qualifications.

I am inspired to be a part of the process of working hard for the proper growth, development and best interest for the future of Colusa County, alongside other like minded individuals. Being a lifelong resident of Colusa County and my background in farming, has given me the skills and experience needed to make accurate property assessments. I have over 15 years of experience in supervising and managing land in Colusa County.

Serving as Chairman for the City of Colusa Planning Commission for the past three years, I am very up to date on legislation and thrive working with constituents. As well as being very familiar with the procedures of Colusa County assessments. From managing administrative budgets, and developing policies, my background has prepared me to excel in this role. More importantly, hard work, and hands-on experience has prepared me for this position.

The role of the Assessor involves great attention to detail and dedication to the job position. I am a great decision maker and problem solver. I have been working with the Board of Equalization and the Colusa County Assessor's Office to receive my Temporary Assessor Certificate while I complete the Sacramento State Appraisal Online Course. It is a one month 34 credit course. I will be certified and have the course completed by November of 2024.

I look forward to meeting you in person so that we can discuss this opportunity in detail. Thank you for your time and consideration.

Sincerely,

John M. Martin

John M. Martin
martinfamilyfarms2021@gmail.com
530-908-3488

Attachment: Application from John Martin (10153 : Interviews for Assessor)