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

County of Colusa
Marcos A. Kropf, Interim CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
https://countyofcolusaca.gov

COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

October 21, 2025

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 October 7, 2025 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the October 7, 2025 Regular Meeting Minutes.

2. APPOINTMENT/HISTORICAL RECORDS COMMISSION
Appoint Elijah Rodriguez to the Historical Records Commission for the Museum Director position for an indefinite term. **(Application: Elijah Rodriguez)**

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

4. BOARD OF SUPERVISORS/CCEA, CCMC & UNREPRESENTED GROUP
Approve December 26, 2025 as Colusa County Employees' Association (CCEA), Colusa County Management Coalition (CCMC), Department Heads and the Unrepresented Group Floating Holiday for FY 2025-2026.

5. COUNTY ADMINISTRATIVE OFFICE/COUNTY COUNSEL
Approve a Memorandum of Understanding with the **State of California, Superior Court for the County of Colusa,** for the Court to reimburse the County for the cost of court appointed counsel in juvenile court dependency proceedings, effective July 1, 2025.

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

7. PURCHASING AND PROCUREMENT/DHHS
Approve Agreement with **Glenn County Health and Human Services** for Child Welfare Services/Case Management System (CWS/CMS) training, effective July 1, 2025, and authorize County Administrative Officer to sign.

8. PURCHASING AND PROCUREMENT/DHHS
Approve contract with **Jeff Kennedy, dba Kennedy Consulting** for project management services related to the Hospital Preparedness Program, effective July 1, 2025.

9. BOARD OF SUPERVISORS/REGIONAL HOUSING AUTHORITY
Approve Amended and Restated Joint Exercise of Powers Agreement (JPA) with the **Regional Housing Authority** to add Lake County to the JPA, effective November 1, 2025.

10. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL
Adopt specifications and working details for the Request for Bids (RFB) for the Jail kitchen flooring project.

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

12. PURCHASING AND PROCUREMENT/PUBLIC WORKS - SOLID WASTE
Approve 5th Modification with **Haling & Associates** for continued environmental monitoring and sampling services, effective October 21, 2025.

13. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Adopt a Resolution declaring nine vehicles from Colusa County Sheriff's Department surplus county property and authorize the Purchasing Agent to dispose of same.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Re-approve C25-125 with **Butte County Department of Behavioral Health** for hospital-based psychiatric inpatient services.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

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

IV. ASSESSOR

1. **Sitting as the Colusa County Board of Equalization**
Assessment Appeal Hearing

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

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

2. **Sitting as the Colusa County Board of Equalization**
Assessment Appeal Hearing

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

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

V. PURCHASING AND PROCUREMENT

1. Ratify Equitable Sharing Agreements and Certifications with the Department of Justice for years 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

2. Approve Purchase of **Dell** extended support services and warranty for IT equipment.

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

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

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

2. Approve Resolution Transferring the Revenue & Recovery Unit from the Office of County Counsel to the Office of the Treasurer - Tax Collector.

3. Approve facility use license agreement with **Tri Counties Community Action Partnership** for use of offices within the Colusa Library, effective November 1, 2025.

4. Ratify Purchase Agreement with **Atmax Equipment Co**. for the budgeted purchase of a Gen 4 MowerMax Boom Mower in the amount of $292,856.85.

VIII. BOARD OF SUPERVISORS

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

2. Presentation on the Fallen Officers memorial.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XI. CLOSED SESSION

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

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

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

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

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

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

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Public Hearing and adoption of the following:

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

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

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 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the October 7, 2025 Regular Meeting Minutes.

Approve the October 7, 2025 Regular Meeting Minutes.

Detailed Description/Background of request

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

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. Scan into Laserfiche

ATTACHMENTS:

- 10-07-25 BOS Minutes (PDF)

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

County of Colusa
Marcos A. Kropf, Interim CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk II
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
https://countyofcolusaca.gov

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

October 7, 2025

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 7th day of October 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson and Daurice K. Smith. Absent: Supervisor Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

Report out of September 23, 2025 Closed Session

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

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re: PURDUE PHARMA L.P., et al., UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK Case No. 19-23649 (SHL). Counsel states direction given to staff with no reportable action.

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

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

ANNOUNCEMENT OF CLOSED SESSION

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

Counsel announces Closed Session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)
   Property: 438 Leven Street, Grimes, Ca, 95950
   Property owner: Pierce Joint Unified School District
   Proposed Purchaser: Colusa County
   Negotiators: Assistant CAO and County Counsel
   Under negotiation: Price and Terms of Sale.

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

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

I. STAFF REPORTS

Pursuant to Public Contract Code section 22050 Mr. Esenwein gives an update on the Emergency Weir Bridge Project. He states the attempts to jack the decks were unsuccessful and they found they need additional hardware which will arrive later this week and he anticipates completion of the project by Saturday.

Ms. Costello updates the Board on new hours of operation for all the libraries due to reduction in staff. She states that there may be times when there is an unplanned staff absence which will result in a temporary branch closure. She further states to keep the public informed, she will be working with County Counsel, CAO and the Assistant CAO to post this information on the County website and the Facebook.

Ms. Allen updates the Board on the rural development business grant for biomass that was awarded in February. She states that USDA has not received the funds that Congress had approved for this program and she wrote letters to Senator Schiff, Senator Padilla, Congressman LaMalfa's office and reached out to the USDA Rural Business Cooperative Services office. She further states Senator Schiff responded that the funds were held up in OMB. She states the Farm Services Agency and the National Resource Conservation Services offices are both closed. She further states the trapper for wildlife services is still reporting to work. She states that Morning Star is finishing up their season early this year so the Migrant Center may be closing early too. She gives an update from Smoke Management Program and states they are 20% thru the burn season and has not received any complaints.

Ms. Edwards states everyone should have received their ballots and the voter guide. She states there is a new process that she advertised to the public which is the drive thru drop off box. She further states the post office has a new process where they are shipping mail to processing facilities so if someone waits until the last minute to mail their ballot it may be postmarked the next day. She further states the in person voting ballot is not being returned in the vote by mail envelope.

Mr. Kropf introduces himself as the Interim County Administrative Officer.

CONSENT AGENDA

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

Approve Consent Items No.'s 1 through to 14.

1. AG COMMISSIONER

Approve Cooperative Agreement No. **C25-192** with the **California Department of Food and Agriculture** (No. 25-0431-002-SF) for regulatory enforcement services in support of Phytophthora Ramorum (Sudden Oak Death) regulations, effective July 1, 2025.

2. BOARD OF SUPERVISORS

Approve the September 23, 2025 Regular Minutes and September 30, 2025 Special Meeting Minutes.

3. CLERK RECORDER/ELECTIONS

Adopt **Resolution No. 25-049** Appointing Directors to Reclamation District No 2047 in lieu of Election pursuant to Election Code 10515 et seq.

4. HEALTH AND HUMAN SERVICES

Adopt **Resolution No. 25-050** accepting the California Department of Housing & Community Development (HCD) Allocations of the Transitional Housing Program (THP), Round 7 and Housing Navigation and Maintenance Program (HNMP), Round 4.

5. PURCHASING AND PROCUREMENT/SHERIFF/JAIL

Ratify Change Order Numbers CCDTF16 Contract No. **C25-193** and CCDTF17 Contract No. **C25-194** with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-195** with **Precision West Telecommunications, Inc. dba Precision West Technologies** for the monthly monitoring of the camera system.

7. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-196** Amendment No. 1 with the **Regents of the University of California** (Agreement No. 006758) on behalf of UC Davis School of Nursing, effective October 5, 2025.

8. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-197** 1st Modification with **M. Susan Haun dba Strategies by Design** for evaluation of the Tobacco Education Program, effective July 1, 2025.

9. PURCHASING AND PROCUREMENT/AIRPORT

Approve Contract No. **C25-198** 1st modification of an agreement with **Brandley Engineering, Inc.** for Airport Engineering/Architectural and Planning/Environmental Services, effective September 23, 2025.

10. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-199** 1st Modification with **Colusa County Community Advocates for Children and Families** for child abuse prevention programming, effective July 1, 2025.

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

11. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-200** 1st Modification with **Colusa County Advocates for Parents and Children** for Evidence Based Practice Prevention Services, effective July 1, 2025.

12. PURCHASING AND PROCUREMENT/HR

Approve Contract No. **C25-201** 3rd modification with **Michael W. Fraiser, dba Frasier Group Investigations** for as-needed background investigations effective September 1, 2025.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-202** 3rd Modification with **Restpadd Health Corp.,** to provide stabilization services for consumers going through psychiatric crisis events, effective July 1, 2025.

14. PURCHASING AND PROCUREMENT/DPW

Ratify emergency Contract No. **C25-203** with **Wood Rodgers, Inc.** for engineering services on the Weir Bridge.

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

III. COOPERATIVE EXTENSION

1. Adopt a Proclamation proclaiming National 4-H Week in Colusa County, October 5-11, 2025.

Chair Smith comments on the value of 4-H and reads the Proclamation.

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

IV. SHERIFF

1. Presentation on the newly developed Colusa County Evacuation Zone Map - Know Your Zone.

Comments received by Assistant Sheriff Bradwell and Ms. Olivares.

V. LIBRARY

1. Approve proposed amendments to Library Policy 507.

Comments received by Ms. Costello.

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

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

VI. PUBLIC WORKS/ROAD DEPARTMENT

1. Adopt **Resolution No. 25-051** to Install a Multi-Way Stop Sign at the Intersection of College City Road and 7th Street.

Comments received by Mr. Esenwein and Assistant Sheriff Bradwell.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 25/26 Revenue and Appropriations Inter-Budget Adjustment No. IB-002 - IB-004 as corrected. (4/5th vote required)

Comments received by Mr. Kropf.

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

Chair Smith declares a recess at 9:40 a.m. and states they are now sitting as the Colusa County Flood Control and Water Conservation District Board with all Directors present except Director Boes.

VIII. BOARD OF SUPERVISORS

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

Provide direction to the Assistant County Administrative Officer regarding the removal of Kletsel Dehe Wintun Nation lands from the Benefit of Zone 3.

Comments received by Ms. West.

It was the consensus of the Board to move forward with the removal of Kletsel Dehe Wintun Nation lands from the Benefit of Zone 3.

Chair Smith adjourns the Colusa County Flood Control and Water Conservation District Board at 9:42 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present except Supervisor Boes.

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

2. Presentation regarding Pioneer Community Energy; Potential Authorization to proceed with Impact Assessment Study and authorize the CAO to execute Related Documents.

Comments received by Mr. Eckert, Ms. Rhoads and Ms. Stassi-Vanacore, Mr. Sellers Jr., Mr. Cain, Mr. Kropf, Ms. West, Ms. Allen and Ms. Edwards.

It was the consensus of the Board to proceed with the Impact Assessment study in an amount not to exceed $7,500.00, and authorize the CAO to execute the Declaration of Implementation and Contract No. **C25-204** with **PG&E** Non-Disclosure Agreement.

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

IX. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)

Chair Smith states a revision of the Williamson Act was done and they are waiting on legislation to bring it before the Board.

2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)

Chair Smith states the budget did pass and it was successful.

Mr. Kropf states it should be dissolved.

Mr. Stout states it was formed for a specific budget year and once the budget is passed it should be dissolved.

Chair Smith states this Ad-Hoc is dissolved and will later be reformed.

3. Employee Hiring Ad-Hoc (Supervisors Smith and Boes)

Chair Smith states this will be dissolved.

Ms. Allen inquires if the hiring freeze is also being removed.

Mr. Kropf states at this time the hiring freeze is not changed automatically by dissolving the Ad-Hoc.

Chair Smith inquiries if the ad-hoc itself will be dissolved.

Mr. Stout states the condition of the hiring freeze was in order to hire someone they would have to go through the Ad-Hoc.

Mr. Kropf states if any positions are needed let them fill out the necessary forms and submit it to HR.

Chair Smith states this will stay in place for now.

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
Supervisor Wilson states everything seem to be running smoothly.

Chair Smith states the Park continues to run in the red and they will continue to try to increase revenue.

5. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)
Supervisors Smith states there is no update.

6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisor Corona and Boes)
Supervisor Corona states direction was given to Community Development Director to send letters to the Cities to address certain questions. He further states to date the letters have not been written and the Cities will work with the Community Development Director.

7. Franchise Agreement Ad-Hoc (Supervisors Smith and Bell)
Supervisor Bell states there was a meeting with the Community Development Director and the Ad-Hoc is moving forward with the documentation.

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Wilson

Meeting/functions attended:

- Special Board of Supervisors meeting
- Retirement Party for Ms. Tyler
- Met with Chief Gilbert
- Met with MPUD
- Met with Ag Commissioner regarding Sites and BCC issues
- Met with CAO
- BCC meeting
- Met with Chair Smith, Ag Commissioner, Assistant CAO and Interim CAO regarding Air Pollution issues
- Calls from constituents regarding roads

Supervisor Bell

Meetings/functions attended:

- Transportation and Transit meeting
- City Planning Commission meeting
- Benefits Fair
- Dedication of Mary Beth Massa at Princeton Library
- Colusa-Glenn Groundwater Joint meeting
- Colusa Groundwater Domestic Well Mitigation Ad-Hoc Commission
- Met with Chief Winters regarding areas of concern in his district
- Colusa County Fair Board meeting
- Guest Speaker at Women's Club Senior Cantina
- Staffed non-partisan voter registration booth in Maxwell
- Chamber of Commerce After-hours mixer
- Chamber of Commerce Board meeting
- Special Board of Supervisor meeting
- Hosted Retirement party for CAO
- LAFCo meeting

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

Colusa County Law Enforcement Memorial planning meeting
Met with Community Development and Environment Health Department regarding Domestic Well Mitigation Plan
County Flu Clinic at Princeton
Supported local fundraiser by donating
Correspondence with Constituents regarding various concerns

Supervisor Corona
Meeting/functions attended:
Colusa County Law Enforcement Memorial meeting
LAFCo meeting
Assisted with Pierce High School Cross Country meet
Special Board of Supervisor meeting
Retirement Party for CAO
Preparing recording for Peace Officers Memorial

Supervisor Smith
Meeting/functions attended:
Special Board of Supervisors meeting
Attended Planning Commission meeting
Agenda Review
Offsite Mitigation for Sites meeting

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

Chair Smith declares a recess at 10:35 p.m. to convene in Closed Session.

XII. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8). Property: 438 Leven Street, Grimes, Ca, 95950. Property owner: Pierce Joint Unified School District. Proposed Purchaser: Colusa County. Negotiators: Assistant CAO and County Counsel. Under negotiation: Price and Terms of Sale

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

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

Chair Smith adjourned the meeting at 1:09 p.m. to reconvene in Regular Session on October 21, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy Clerk II

Attachment: 10-07-25 BOS Minutes (10878 : Approve the October 7, 2025 Regular Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

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

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

Detailed Description/Background of request

Mr. Rodriguez has submitted an application to be appointed to the Colusa County Historical Records Commission for the Museum Director position. There is currently a vacancy for a Museum Director and one applicant. Per the bylaws the Commission shall be composed of the County Clerk-Recorder or his/her designate, the County Librarian or his/her designate, the County Museum Director or his/her designate and two additional members for a total of five members.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to: Elijah Rodriguez, PO Box 384, Arbuckle, CA 95912 with a copy sent to the Clerk-Recorder.

ATTACHMENTS:

- Application from Elijah Rodriguez (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

RECEIVED
SEP 11 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa County Historical Records Commission

NAME OF APPLICANT:
Elijah Rodriguez

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
151 Pine Street, Arbuckle, CA 95912
P.O.Box 384, Arbuckle, CA 95912

CITY:
Arbuckle

PHONE:
(530)312-3796

E-MAIL:
Elijah95912@gmail.com

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

1 ☒ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **Notes:**

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

Director of the Sacramento Valley Museum
President of the Arbuckle Revitalization Committee

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

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

Attachment: Application from Elijah Rodriguez (10863 : Appointment to the Historical Records Commission)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

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

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

Detailed Description/Background of request

The County has an interest in purchasing the real property located at 6 Oak St., Colusa. In order to evaluate the possible terms of any such purchase, this agenda item seeks the appointment of the Assistant County Administrative Officer and County Counsel as real property negotiators for the property.

Prior Board Action

None

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Under Article VI, Section B of the MOU, Employees covered by this agreement may each fiscal year as a Unit negotiate as a floating holiday one day not identified as a holiday in Colusa County Personnel Rules § 1.108.2(f).

A survey was conducted and the members of CCEA voted for December 26, 2025 as the Floating Holiday for FY 2025/2026.

Prior Board Action

This is done every year per the MOU's

Fiscal Impact/Funding Source

None.

Action for the Clerk

Notify Angelika in payroll, Ann Nordyke, CCEA; Holly Gallagher, CCMC and Marcos Kropf, Department Heads and Unrepresented Group.

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE:	**October 21, 2025**
DEPARTMENT:	**County Administrative Office**
FROM:	**Molly West**
SUBJECT:	**Approve a Memorandum of Understanding with the State of California, Superior Court for the County of Colusa, for the Court to reimburse the County for the cost of court appointed counsel in juvenile court dependency proceedings, effective July 1, 2025.**

Approve a Memorandum of Understanding with the **State of California, Superior Court for the County of Colusa,** for the Court to reimburse the County for the cost of court appointed counsel in juvenile court dependency proceedings, effective July 1, 2025.

Detailed Description/Background of request

Children and parents involved in juvenile court dependency proceedings are entitled to legal representation, typically through Court-appointed counsel. The County of Colusa currently contracts with independent contractor attorneys to provide these services, including a primary counsel for children and conflict counsel for parents when necessary.

Under the proposed Memorandum of Understanding (MOU), effective July 1, 2025, through June 30, 2030, the Court will reimburse the County for the costs of these services. This includes a fixed monthly contract fee of $3,000 for the primary Contract Attorney, $95 per hour for conflict counsel, and mileage reimbursement at the IRS standard rate. The County will also receive an administrative fee equal to five percent (5%) of the monthly invoiced costs, capped at $2,400 annually, to cover staff time and overhead associated with administering the contracts.

The MOU ensures that children and parents in dependency proceedings continue to receive qualified representation, while placing fiscal responsibility with the Court as required by law. It also provides the County with reimbursement for administrative costs, balancing efficiency with accountability. The agreement establishes a five-year term but may be terminated by either party with 60 days' written notice, offering both stability and flexibility. The prior MOU expired in 2020 and staff did not realize until recently which is why there was a lapse in the term.

Prior Board Action

C15-082

Fiscal Impact/Funding Source
No fiscal impact. This is a cost reimbursement agreement.

Action for the Clerk
Please number MOU and obtain signatures.

ATTACHMENTS:

- MOU_County of Colusa & Superior Court - Juvenile Dependency (DOCX)
- C15-082 State of California Superior Court County of Colusa(PDF)

Memorandum of Understanding Regarding Court-Appointed Counsel in Juvenile Court Dependency Proceedings

This Memorandum of Understanding ("MOU") is between the County of Colusa ("County"), a political subdivision of the State of California, and the Superior Court of California, County of Colusa ("Court").

Whereas the provision of court-appointed counsel in juvenile court dependency proceedings and counsel appointed to represent minors in dependency proceedings pursuant to Chapter 10 commencing with section 3150 of part 2 of division 8 of the California Family Code, is a court operation as provided for in California Government Code section 77003 and California Rules of Court, rule 10.810; and

Whereas the County has contracts with independent contractor attorneys to provide such court-appointed counsel services; and

Whereas the Court would like the County to continue to provide such court-appointed counsel services through contracts with independent contractor attorneys and reimburse the County for the cost of those services.

The County and the Court therefor agree as follows:

Agreement

1. **Term:** This MOU is effective July 1, 2025, and shall continue in effect through June 30, 2030, unless earlier terminated as provided in section 8 of this MOU.

2. **Services:** The County shall provide, through contracts with independent contractor attorneys ("Contract Attorneys"), the services of Court appointed counsel in juvenile court dependency proceedings and counsel appointed to represent minors in dependency proceedings pursuant to Chapter 10 commencing with section 3150 of part 2 of division 8 of the California Family Code, as more particularly described in Exhibit A, Scope of Services to this MOU ("Services").

3. **Reimbursement:** The Court shall reimburse the County for the cost of Services provided by the County's Contract Attorneys, including an administrative fee for administering the contracts and the Services as follows:

   A. At the end of each month, the County shall provide an invoice to the Court for the Services provided by Contract Attorneys in the preceding month. The invoice shall include the monthly contract cost of $3,000.00 (which shall be prorated for any partial month based on a thirty (30)-day month) for the primary Contract Attorney providing Services. Other Contract Attorneys who may be appointed to provide conflict representation shall be billed at a rate of $95.00 per hour for their time providing Services. The County shall charge the Court a monthly administrative fee equal to five percent (5%) of the amount invoiced to the Court for Services in that month provided, however, in no event may the total for administrative fees exceed

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

$2,400.00 in any fiscal year. The Court shall reimburse County for Contract Attorney's mileage at the IRS standard mileage rate for each mile driven in performance of duties during each monthly period. The point of origin for all mileage calculations shall be Colusa Superior Court located at 532 Oak Street, Colusa, Ca, 95932 or minor counsel's residence, whichever is the lesser distance. If the mileage reimbursement will be over $500 for a one-way trip, advanced approval from both the Court and County is required. The Court shall, within 30 calendar days of receipt of a correct and itemized invoice which must include the case number, remit payment to County at the address provided in section 4 of this MOU. The street number and name will be redacted from all invoices for confidentiality purposes.

B. All invoices must include the dates each Contract Attorney performed Services, conflict appointment payments during the month, the amount of any monthly administrative fee, mileage, and such other information as the Court may require. If the County receives payment from the Court for Services or reimbursements that are later disallowed, the County shall promptly refund the disallowed amount upon the Court' s request. At its option, the Court may offset the amount disallowed from any payment due or to become due to the County under this MOU or any other agreement.

4. **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. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Office of the Colusa County Counsel
605 Jay Street
Colusa, Ca, 95932
Telephone (530) 458-8227

If to Court:
Colusa County Superior Court Executive Officer
532 Oak Street
Colusa, Ca, 95932
Telephone (530) 458-5149

5. **Amendments:** This MOU may be modified or amended only by a written document executed by an authorized representative of each of the parties.

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

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

8. **Termination:** This MOU may be terminated for the following reasons:

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

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

B. By either party, without cause, upon sixty (60) days written notice of termination.

9. **Audit:** The County shall permit authorized representatives of the Court or its designee at any reasonable time during business hours to inspect, copy, or audit any records and documentation related to performance of this MOU, including records related to billings and other financial records, for a period of not less than four (4) years after final payment is made under this MOU. Without limiting the foregoing, this MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.

10. **Partial Invalidity:** If any provision of this MOU 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.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on this 21st day of October, 2025.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

EXHIBIT A

SCOPE OF SERVICES FOR CONTRACT ATTORNEYS

1. SCOPE OF SERVICES

A. Contract Attorneys shall comply with the Superior Court of California, County of Colusa Rules in performance of Services. Contract Attorneys shall comply with the provisions of California Welfare and Institutions Code section 317 and California Rules of Court, rule 5.660.

B. Contract Attorneys shall represent all clients in juvenile dependency proceedings in the Superior Court of California, County of Colusa.

C. This representation requires, but is not limited to, adherence to the following performance standards:

i. Establishing and maintaining an attorney-client relationship.

ii. Visiting child clients at each new placement, whenever feasible.

iii. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceeding.

iv. Determining the client's interests and desires and advocating for those interests and desires.

v. Contacting social workers and other professionals associated with the client's case prior to each hearing, whenever practical and appropriate:
- For child clients, this includes contacting CASA and school personnel;

vi. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:
- For child clients, this includes requesting services related to IEPs and attending meetings related to the child, as practical and appropriate;

vii. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;

viii. Filing pleadings, motions, responses, or objections as necessary to represent the client;

ix. Preparing for and participating in all hearings:
- For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
- For parent clients, representation at hearings set to determine the ability to pay for the cost of court appointed counsel;

x. Investigating the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the child, administratively or judicially. These interests may include:
- School/special education issues;
- Mental health assessment and treatment;
- Immigration;
- Personal injury; and
- Delinquency or status offender matters;

Contract Attorneys shall not be required to provide legal representation regarding any of the above-referenced interests;

x. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

xi. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal; and

xii. Arranging for substitutive representation where necessary to avoid court delay.

2. CONFLICTS AVOIDANCE

Contract Attorneys will ensure that conflicts are declared only when an actual conflict exists.

A. New Appointments

- Contract Attorneys shall establish procedures to check for conflicts of interest and institute a process to avoid conflicts.

B. Ongoing Clients

- Contract Attorneys shall (a) establish procedures to determine whether actual conflicts of interest arise among current clients; (b) advise the Court when such conflicts arise; and (c) arrange for the appropriate reassignment of cases.

3. COURTROOM STAFFING

Contract Attorneys shall staff the dependency courtroom(s) so as to ensure adequate attorney availability at all times.

4. SYSTEM MEETINGS

Contract Attorneys shall participate in systems meetings that are intended to improve services for children and families in dependency court as from time to time requested by Court.

END OF EXHIBIT

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

Attachment: MOU_County of Colusa & Superior Court - Juvenile Dependency [Revision 1] (10859 : MOU with Superior Court of CA)

Memorandum of Understanding Regarding Court-Appointed Counsel in Juvenile Court Dependency Proceedings

This Memorandum of Understanding ("MOU") is between the County of Colusa ("County"), a political subdivision of the State of California, and the Superior Court of California, County of Colusa ("Court").

Whereas the provision of court-appointed counsel in juvenile court dependency proceedings and counsel appointed to represent minors in dependency proceedings pursuant to Chapter 10 commencing with section 3150 of part 2 of division 8 of the California Family Code, is a court operation as provided for in California Government Code section 77003 and California Rules of Court, rule 10.810;

Whereas the County has contracts with independent contractor attorneys to provide such court-appointed counsel services; and

Whereas the Court would like the County to continue to provide such court-appointed counsel services through contracts with independent contractor attorneys and reimburse the County for the cost of those services.

The County and the Court therefor agree as follows:

Agreement

1. **Term:** This MOU is effective July 1, 2015, and shall continue in effect through June 30, 2020, unless earlier terminated as provided in section 8 of this MOU.

2. **Services:** The County shall provide, through contracts with independent contractor attorneys ("Contract Attorneys"), the services of Court appointed counsel in juvenile court dependency proceedings and counsel appointed to represent minors in dependency proceedings pursuant to Chapter 10 commencing with section 3150 of part 2 of division 8 of the California Family Code, as more particularly described in Exhibit A, Scope of Services to this MOU ("Services"). John Meyers shall be the primary Contract Attorney for providing Services under this MOU and is expected to provide the Services unless an actual conflict exists.

3. **Reimbursement:** The Court shall reimburse the County for the cost of Services provided by the County's Contract Attorneys, including an administrative fee for administering the contracts and the Services as follows:

   A. At the end of each month, the County shall provide an invoice to the Court for the Services provided by Contract Attorneys in the preceding month. The invoice shall include the monthly contract cost of $2,000.00 (which shall be prorated for any partial month based on a thirty (30)-day month) for the primary Contract Attorney providing Services. Other Contract Attorneys who may be appointed to provide conflict representation shall be billed at a rate of $95.00 per hour for their time providing Services. The County may charge the Court a monthly administrative fee

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

equal to five percent (5%) of the amount invoiced to the Court for Services in that month provided, however, in no event may the total for administrative fees exceed $2,400.00 in any fiscal year. The Court shall, within 30 calendar days of receipt of a correct and itemized invoice, remit payment to County at the address provided in section 4 of this MOU.

B. All invoices must include the dates each Contract Attorney performed Services, conflict appointment payments during the month, the amount of any monthly administrative fee, and such other information as the Court may require. If the County receives payment from the Court for Services or reimbursements that are later disallowed, the County shall promptly refund the disallowed amount upon the Court's request. At its option, the Court may offset the amount disallowed from any payment due or to become due to the County under this MOU or any other agreement.

4. 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. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Office of the Colusa County Counsel 1213 Market Street Colusa, California 95932 Telephone 530-458-8227 Facsimile 530-458-2701
If to Court:	Colusa County Superior Court Executive Officer 532 Oak Street Colusa, California 95932 Telephone: 530-458-5149 Facsimile: 530-458-2230

5. Amendments: This MOU may be modified or amended only by a written document executed by an authorized representative of each of the parties.

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

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

8. Termination: This MOU may be terminated for the following reasons:

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

B. By either party, without cause, upon sixty (60) days written notice of termination.

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

9. **Audit**. The County shall permit authorized representatives of the Court or its designee at any reasonable time during business hours to inspect, copy, or audit any records and documentation related to performance of this MOU, including records related to billings and other financial records, for a period of not less than four (4) years after final payment is made under this MOU. Without limiting the foregoing, this MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.

10. **Partial Invalidity**. If any provision of this MOU 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.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on this 16th day of June, 2015.

COUNTY OF COLUSA

Mark Marshall, Chairperson
Colusa County Board of Supervisors

SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

Signature

Kevin Harrigan, Court Executive Officer
Printed name and title

APPROVED AS TO FORM

6/16/2015
Marcos A. Kropf, County Counsel

ATTEST: Robert J. Muszar
Clerk to the Board of Supervisors

By _____, Deputy

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)



Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

EXHIBIT A

SCOPE OF SERVICES FOR CONTRACT ATTORNEYS

1. SCOPE OF SERVICES

A. Contract Attorneys shall comply with the Superior Court of California, County of Colusa Rules in performance of Services. Contract Attorneys shall comply with the provisions of California Welfare and Institutions Code section 317 and California Rules of Court, rule 5.660.

B. Contract Attorneys shall represent all clients in juvenile dependency proceedings in the Superior Court of California, County of Colusa.

C. This representation requires, but is not limited to, adherence to the following performance standards:

i. Establishing and maintaining an attorney-client relationship;

ii. Visiting child clients at each new placement, whenever feasible;

iii. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;

iv. Determining the client's interests and desires and advocating for those interests and desires;

v. Contacting social workers and other professionals associated with the client's case prior to each hearing, whenever practical and appropriate:

- For child clients, this includes contacting CASA and school personnel;

vi. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:

- For child clients, this includes requesting services related to IEPs and attending meetings related to the child, as practical and appropriate;

vii. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;

viii. Filing pleadings, motions, responses, or objections as necessary to represent the client;

ix. Preparing for and participating in all hearings:

- For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
- For parent clients, representation at hearings set to determine the ability to pay for the cost of court appointed counsel;

x. Investigating the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the child, administratively or judicially. These interests may include:

a. School/special education issues;

b. Mental health assessment and treatment;

c. Immigration;

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

d. Personal injury; and

e. Delinquency or status offender matters;

Contract Attorneys shall not be required to provide legal representation regarding any of the above-referenced interests;

xi. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;

xii. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal; and

xiii. Arranging for substitutive representation where necessary to avoid court delay.

2. CONFLICTS AVOIDANCE

Contract Attorneys will ensure that conflicts are declared only when an actual conflict exists.

A. New Appointments

- Contract Attorneys shall establish procedures to check for conflicts of interest, and institute a process to avoid conflicts.

B. Ongoing Clients

- Contract Attorneys shall (a) establish procedures to determine whether actual conflicts of interest arise among current clients; (b) advise the Court when such conflicts arise; and (c) arrange for the appropriate reassignment of cases.

3. COURTROOM STAFFING

Contract Attorneys shall staff the dependency courtroom(s) so as to ensure adequate attorney availability at all times.

4. SYSTEM MEETINGS

Contract Attorneys shall participate in systems meetings that are intended to improve services for children and families in dependency court as from time to time requested by Court.

END OF EXHIBIT

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

State of California,
Superior Court for the
County of Colusa

C15-082
6-16-15
County Counsel

Attachment: C15-082 State of California Superior Court County of Colusa (10859 : MOU with Superior Court of CA)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Public Works/Road Department

FROM: Colt Esenwein

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

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

Detailed Description/Background of request

Each year the Arbuckle Revitalization Committee requests an encroachment permit for the closure of various streets in the Arbuckle area for their car show. The car show is an annual community event consisting of lunch, awards ceremony and a Halloween Parade.

Section 29-3 of the Colusa County Code allows the County director of public works to issue an encroachment permit for use of a County street. The County Code requires these types of temporary street closures to be approved by the Board of Supervisors.

Prior Board Action

The Board has previously approved encroachment permits for this event.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None needed.

ATTACHMENTS:

- Encroachment Permit - Arbuckle Revitalization Committee (PDF)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

1215 Market Street, Colusa, California 95932-2035
+1 (530) 458 - 0466 | Phone
+1 (530) 458 - 2035 | Fax
dpwpermits@countyofcolusaca.gov | Email
County of Colusa | Website

Office Use Only	
Notes:	
Fee:	⊘
Permit #:	E-4815

ENCROACHMENT PERMIT APPLICATION

REAL PROPERTY OWNER NAME:	ARBUCKLE REVITALIZATION COMMITTEE						
Owner Mailing Address:	P.O. BOX 784	City:	ARBUCKLE	State:	California	Zip Code:	95912
Email Address:	REVITALIZINGARBUCKL@GMAI	Phone Number:	+1 (530) 312-3796	Fax Number:			
AGENT'S NAME:	DEBBIE CHARTER						
Agent Address:	822 ALMOND AVE	City:	ARBUCKLE	State:	California	Zip Code:	95912
Email Address:	DEBCHARTER@YAHOO.COM	Phone Number:	+1 (530) 518-5955	Fax Number:			
ADDRESS OR LOCATION OF WORK TO BE PERFORMED:	5TH STREET	City:	Arbuckle	State:	California	Zip Code:	95912
DESCRIPTION OF WORK/PROJECT:	Attach Maps & Plans	Requested Start Date:	10/26/2025	Anticipated Completion Date:	10/26/2025		

CLOSURE OF 5TH STREET AND ALL SIDE STREETS FROM 6TH TO LUCAS FOR ANNUAL CAR SHOW.

The undersigned hereby requests permission to excavate, construct, and/or otherwise encroach within the County road right-of-way by performing the work specifically 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 the Permittee'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 on the County website or by contacting the Department of Public Works.

Letter of Agency Attached: ☐ Yes ☐ No

Permittee's Signature: ☐ Owner ☐ Agent

Signature	Date	Print Name
[signature]	9/26/25	

The above-requested permit is hereby approved. Approval is subject to the Applicant's compliance with the Permit Provisions shown on page 2 hereof, the approved plans, maps, and specifications, other local, State, and Federal regulations, and the restrictions and conditions outlined in Attachment A.

Permit Effective Date:	Permit Termination Date:	Extension Granted: ☐ Yes ☐ No	Extension Expiration Date:	Issuer Initials:

COUNTY OF COLUSA
D. Colt Esenwein, PE
Director of Public Works

By: _____
Permit Issuer Signature

Attachment: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization

PERMIT PROVISIONS

1. **NO ENCROACHMENT IS TO BE PLACED OR ANY WORK DONE WITHIN THE HIGHWAY RIGHT OF WAY WITHOUT FIRST OBTAINING A PERMIT FROM COLUSA COUNTY DIRECTOR OF PUBLIC WORKS.**

2. **PERMITTEE MUST GIVE ADVANCE NOTICE TO THE COUNTY AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING WORK AT COUNTY PHONE NO. 530-458-0466.**

3. **THIS PERMIT MUST BE AT THE JOB SITE WHENEVER WORK IS BEING PERFORMED.**

4. **COSTS:** All cost of work, placing or maintenance of any encroachment upon County road right of way, shall be at the sole expense of the permittee.

5. **NO PRECEDENT ESTABLISHED:** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of permitting any certain kind of encroachment within the right of way of a County road.

6. **PROTECTION OF TRAFFIC:** Adequate provisions must at all times be made for the protection and safety of the workmen and traveling public. Construction area or work zone shall be barricaded with adequate signs and lights, and properly flagged during the day. The permittee shall conduct his operations in such a manner as to allow orderly movement of traffic at all times. No street or highway shall be closed to traffic at any time unless specifically authorized under "Restrictions and Conditions" as shown on the face of this permit.

7. **LIABILITY FOR DAMAGES:** The permittee shall be responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under this permit in regard to maintenance. In the event any claim of such liability is made against the County of Colusa, or any employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim.

8. **ALTERATIONS AND CHANGES:** The Director of Public Works reserves the right to order any changes at the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of the County road system, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions.

9. **CLEAN-UP OF RIGHT OF WAY:** Upon completion of work, all debris and excess earth material shall be entirely removed and the right of way left in as presentable condition as before the work started.

10. **MAINTENANCE:** The permittee agrees by the acceptance of this permit to immediately repair any damage to any portion of the County road as a result of the work done under this permit, including any and all damage to the County road which would not have occurred had such work not been done or such encroachment had not been placed.

11. **TREES:** No trees or shrubs within the road right of way shall be cut or trimmed unless specifically authorized. Dangerous trees shall be removed at the discretion of the Director of Public Works.

12. **DRAINAGE:** No work shall be done on the highway which interferes with the flow of water according to the official or natural grade and cross-section. Irrigation water must not be allowed to flow or stand in the roadsides or ditches along the highway.

13. **POLES AND LINES:** Erection, placement, or construction of any poles or lines within the County road right of way requires filing of maps or sketches showing the location of the proposed construction thereon with the Director of Public Works. No pole line shall be constructed at any location where in the opinion of the Director of Public Works it is considered unsafe for the travelling public using the roadway. No poles shall be placed at locations greater than three feet from the right of way line.

14. **EXCAVATION, BACKFILL & PAVING:** Placement or construction of any underground facilities whether temporary or permanent requires filing of maps showing the location thereon with the permit application. There shall be a minimum depth of cover of two feet above all subsurface facilities. No metal wheels or tracks will be allowed on any paved or oiled road surfaces. Any excavation of oiled or paved surfaces must be cut or jack-hammered to obtain straight lines. The upper 2' of backfill material must be placed in layers of 8" thickness or less and compacted to at least 95% in all roadside ditches, shoulders, and traveled ways, while other areas must be compacted to 90%. The upper 12" of backfill material must be Class 2 aggregate base or equal in all roadside ditches, shoulders, and traveled ways. Existing paved or oiled areas disturbed must be paved with not less than 2" of asphaltic pavement. All work must be performed in accordance with accepted construction practices.

Attachment: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization

PERMIT CONDITIONS (ATTACHMENT "A")
TO
ENCROACHMENT PERMIT #E-4815

1. NOTE ALL PROVISIONS ON THE REVERSE SIDE OF THIS PERMIT.

2. PERMITTEE SHALL COORDINATE WITH THE LOCAL CALIFORNIA HIGHWAY PATROL AND SHERIFF'S OFFICE AS SOON AS POSSIBLE PRIOR TO THE SCHEDULED EVENT. COORDINATION SHALL INCLUDE DESIGNATING AN ON-SITE CONTACT PERSON AND ALTERNATE WHO SHALL BE PRESENT AND ACCOUNTABLE DURING THE EVENT. SAID CONTACT PERSON AND ALTERNATE SHALL BE AVAILABLE BY RADIO OR CELL PHONE TO ALL LAW ENFORCEMENT PERSONNEL. ALL PEOPLE ASSISTING IN THE COORDINATION OF THE EVENT SHALL HAVE VISIBLE AND DISCERNABLE CLOTHING DURING THE EVENT WHICH HAVE BEEN PREVIOUSLY APPROVED BY THE CALIFORNIA HIGHWAY PATROL.

3. THE CALIFORNIA HIGHWAY PATROL MAINTAINS THE AUTHORITY TO MODIFY THE TERMS OF THIS PERMITTED CLOSURE IN THE INTEREST OF PUBLIC SAFETY.

4. PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS AND TRAFFIC CONTROL. TRAFFIC SHALL BE ROUTED VIA THE APPROVED ROUTE (SEE ATTACHMENT AND EXHIBIT). ALL SIGNS SHALL BE IN PLACE A MINIMUM OF 10 MINUTES PRIOR TO THE START OF THE EVENT AND THE CLOSING OF ANY PUBLIC STREET. CLOSURES OF PUBLIC STREETS SHALL BE SUCH THAT ACCESS FOR EMERGENCY VEHICLES WILL BE AVAILABLE IF NECESSARY. CLOSURES DENYING ACCESS TO EMERGENCY VEHICLES MAY OCCUR IF ALTERNATE ROUTING IS PRE-APPROVED BY ALL THE EMERGENCY AND LAW ENFORCEMENT AGENCIES INVOLVED. SIGNS MAY BE AVAILABLE FROM THE COLUSA COUNTY ROAD DEPARTMENT. CONTACT LARRY HARRIS AT 473-5301 OR 682-9070 FOR INFORMATION.

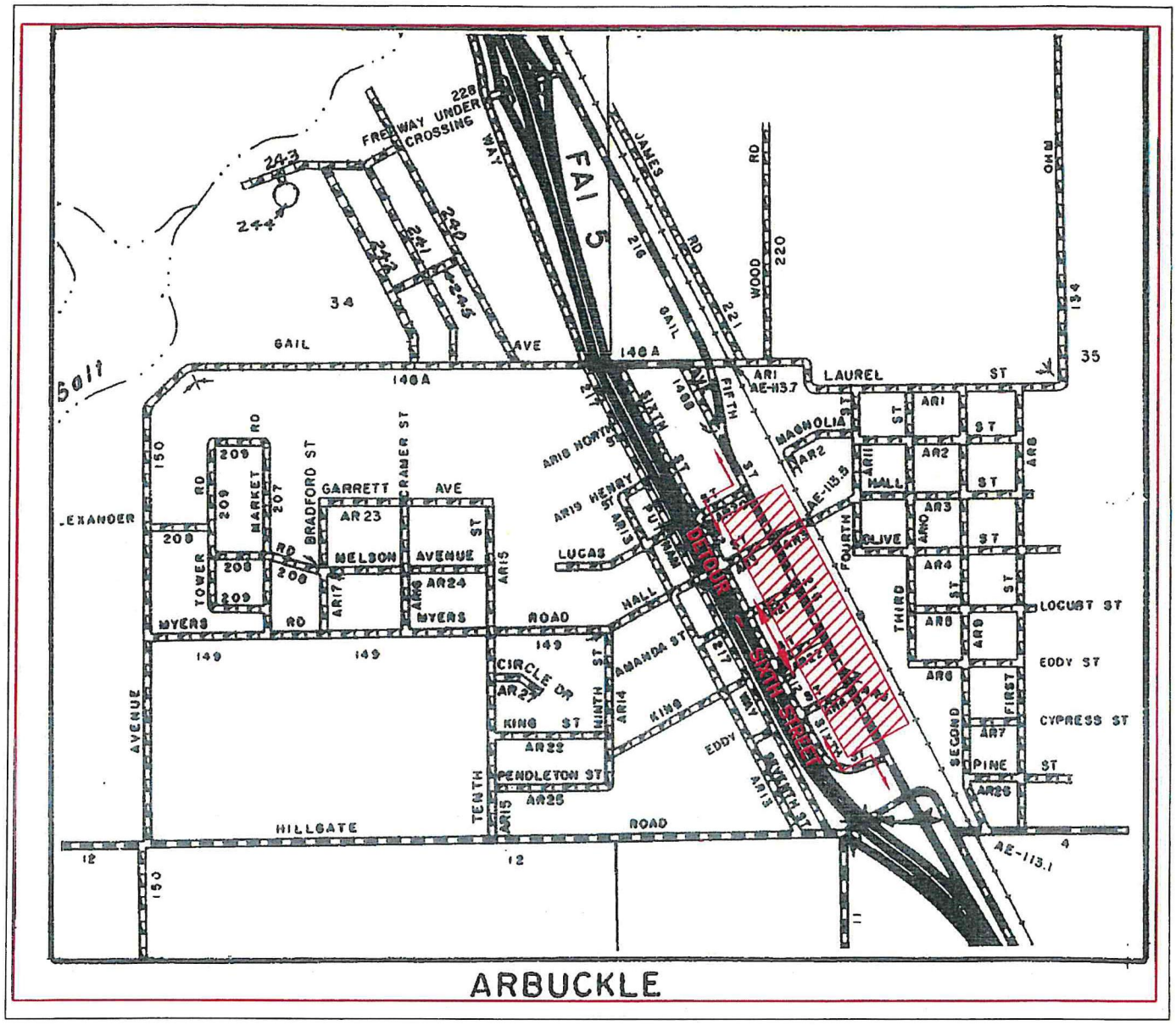
5. ANY AND ALL SIGNAGE MUST BE PICKED UP AND REMOVED FROM THE PUBLIC RIGHT OF WAY AT THE COMPLETION OF THE EVENT. ALL COLUSA COUNTY SIGNAGE THAT MAY BE LENT OUT, AS A COURTESY, FOR THIS EVENT MUST BE RETURNED UNDAMAGED AND TO A LOCATION SET UP BY LARRY HARRIS (473-5301 OR 682-9070).

6. PERMITTEE SHALL NOTIFY THE LOCAL FIRE DEPARTMENT AND AMBULANCE SERVICE OF THE TIME AND LOCATION OF CLOSURE(S).

7. PERMITTEE SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS NAMING COLUSA COUNTY AS A CERTIFICATE HOLDER. THE MINIMUM INSURANCE REQUIREMENT SHALL BE $1,000,000 GENERAL LIABILITY FOR EACH OCCURRENCE.

8. ALL LITTER AND DEBRIS GENERATED BY EVENT SHALL BE REMOVED FROM THE COUNTY RIGHT OF WAY UPON COMPLETION OF EVENT.

Attachment: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization



ROAD CLOSED TO PUBLIC TRAFFIC
(Access Available for Emergency Vehicles)

DETOUR ROUTE

ARBUCKLE REVITALIZATION COMMITTEE
CAR SHOW

Attachment: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization

ACORD

ARBUREV-01 TREIFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2025

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

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

PRODUCER License # 0B48084 Wraith, Scarlett & Randolph Insurance Services, Inc. 509 Bush Street Woodland, CA 95695	CONTACT NAME: PHONE (A/C, No, Ext): (530) 662-9181 FAX (A/C, No): (530) 662-6452 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Non Profits Ins Alliance of CA
INSURED Arbuckle Revitalization Commitee PO Box 784 Arbuckle, CA 95912	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		01CP00102490117	8/29/2025	8/29/2026	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 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			01UB00102490107	8/29/2025	8/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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)
County of Colusa Public Works Dept is hereby added as additional insured per form CG2026 0413 as respects the following events: Annual Car Show to be held on Sunday October 26, 2025

CERTIFICATE HOLDER

County of Colusa Public Works Dept.
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization

POLICY NUMBER: 01-CP-0010249-01-17

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 that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
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: Encroachment Permit - Arbuckle Revitalization Committee (10872 : Encroachment Permit for the Arbuckle Revitalization

© Insurance Services Office, Inc., 2018

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

SUBJECT: **Approve Agreement with Glenn County Health and Human Services for Child Welfare Services/Case Management System (CWS/CMS) training, effective July 1, 2025, and authorize County Administrative Officer to sign.**

Approve Agreement with **Glenn County Health and Human Services** for Child Welfare Services/Case Management System (CWS/CMS) training, effective July 1, 2025, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

The Department of Health & Human Services (DHHS) has contracted with the Glenn County Health & Human Services Agency (HHSA) for over 19 years to provide state-mandated training in the Child Welfare Services-Case Management System (CWS/CMS) to Colusa County social workers as well as social workers throughout Northern California.

Glenn County, in partnership with UC Davis, began providing social worker training in 2001 and developed one of two available CWS/CMS computer training labs north of Sacramento. Colusa County, as well as other counties utilizing Glenn County training facilities, uses funding allocated for social worker training to cover the cost of this contract.

This is a renewal contract in an amount not to exceed $4,430 per fiscal year, effective July 1, 2025 through June 30, 2028.

Prior Board Action

None

Fiscal Impact/Funding Source

Budget: DHHS fund 005-53251-811

Not to exceed $4,430 per fiscal year.

Action for the Clerk

Please number agreement, obtain signature on the contract and email to Kendall Wilson, kendallwilson@countyofglenn.net and CC- kirill.obraztsov@countyofcolusaca.gov

ATTACHMENTS:

- 28_SSD782_Colusa_CMS (PDF)

Docusign Envelope ID: BDAD411A-C892-4BD0-AF36-36329457010A

CONTRACT BETWEEN COLUSA COUNTY THROUGH ITS HEALTH & HUMAN SERVICES AND THE COUNTY OF GLENN FOR CWS/CMS STAFF TRAINING FISCAL YEARS 2025/26-2027/28

This agreement is entered into by and between the County of Colusa, through its Health & Human Services ("County"), and Glenn County, through its Health and Human Services Agency ("Contractor") for the purpose of providing CWS/CMS staff training.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Services

Provide Child Welfare Services/Case Management System (CWS/CMS) training to County staff; see Exhibit A, List of Classes, which is incorporated by reference.

B. Confidentiality

The intent of this contract is for the Contractor to provide CWS/CMS staff training. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

Contractor shall require all employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19, which provide that:

1. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

Docusign Envelope ID: BDAD411A-C892-4BD0-AF36-36329457010A

C. Changes in Regulations

Within ten (10) days of County's notification to Contractor of a change in California Department of Social Services regulations affecting contract activities, Contractor shall notify County in writing of its choice of one of the following options:

1. Indicate that Contractor's operations are currently in compliance with the proposed change as specified;

2. Indicate that Contractor is in the process of modifying operations to comply with the proposed change and will complete these modifications and be in compliance within 30 days of notification by County; or

3. Terminate this contract with County. Contractor maintains the option to seek modification of the terms of this contract materially affected by a regulation or guideline change.

D. Record Keeping/Reporting

Contractor shall maintain books, records, receipts, documents, and other evidence pertaining to all costs and expenses incurred pursuant to this contract and provide original documents of same to County upon request. Those records shall be kept for a period of at least three years after termination of this contract, or until all audits for compliance with terms, conditions and specifications of the contract are completed, whichever is later. Those records shall be open for audit and review by County, state and federal agencies.

Contractor shall develop and maintain detailed records concerning the services provided pursuant to this contract. Those records shall be in a form acceptable to County. At a minimum, Contractor shall maintain a log of the dates and hours spent providing the services described in Section I. A., of this contract.

Contractor shall provide all information necessary for reports required by County, state, or federal government. Contractor shall fully cooperate with County in providing any information needed by any government entity concerning this contract.

E. Compliance with Laws

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

2. RESPONSIBILITIES OF COUNTY

A. Ensure County staff attend training as scheduled by County, and notify Contractor, in a timely manner, if staff is unable to attend pre-arranged training.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

B. County shall pay Contractor invoices upon Contractor's submission of complete and approved semi-annual billings.

C. County shall monitor performance of Contractor to assure compliance with the terms, conditions and specifications of this agreement.

3. COMPENSATION

Contractor shall invoice County on a semi-annual basis for participation in the CWS/CMS lab consortium. County share shall be based upon County Fiscal letter 11-12-18, dated September 16, 2011, as issued by the California Department of Social Services (reference page 42, Attachment E-1b, CWS/CMS Staff Development). The County share shall be four thousand four hundred and thirty dollars ($4,430) per fiscal year.

4. BILLING AND PAYMENT

Contractor shall submit to County a semi-annual statement of the amount due pursuant to the terms and conditions of this agreement. County share will be payable upon receipt and County will endeavor to make payment to Contractor within thirty (30) days of receipt of complete invoices from the Contractor to the County and approval and acceptance by the County of work billed.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2028.

6. TERMINATION OF AGREEMENT

A. If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Contractor.

B. Either party may terminate this agreement on 30-day written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.

C. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

D. Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, charts and other documents prepared by Contractor pursuant to this contract.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers compensation insurance plan nor shall Contractor be eligible for any other County benefit.

9. MUTUAL INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any and all liability, loss, or 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.

Tax Indemnification: Provider and/or Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Provider and/or Contractor's Independent Provider and/or Contractor's status that would establish a liability for failure to make social security or income tax withholding.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

10. INSURANCE

Contractor is self-insured and shall continuously maintain coverage at established limits as evidenced by the Certificate of Coverage.

11. SUBCONTRACTORS

Contractor will not subcontract any services without the prior written consent of the County and approval of the subcontract as to form by the Office of the County Counsel, Colusa County. Any subcontract entered into with Contractor without prior written consent of the County and approval by the Office of the County Counsel, Colusa County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of the County and approval by the Office of the County Counsel.

Any individuals and entities that provide services as subcontractors to Contractor under this contract will provide and maintain in full force and effect while operating under the terms of this agreement a comprehensive general liability insurance, and/or other insurance necessary to protect the public with limits of liability of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

A. Certificates of Insurance – Subcontractor

A subcontractor, prior to providing services as defined under this contract, shall provide Contractor a Certificate of Insurance as evidence of insurance protection provided. Insurance certificates provided by an insurance company or underwriter containing the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language, are unacceptable.

In addition, Subcontractors shall provide Contractor a certificate of liability, workers’ compensation and other insurance that may be required.

12. CONTROLLING LAW VENUE

This Agreement is made in the County of Glenn, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Glenn.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

13. WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

A. EFFECT OF REFUSAL

It is understood and agreed by the parties hereto that this Agreement is subject to the review and approval of the Colusa County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this Agreement, then it is agreed that there is, in fact, no binding Agreement, either written or oral, between the parties herein.

B. PARTIAL INVALIDITY

If any provision of this Agreement 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, impaired or invalidated.

14. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, national origin, religion, sex, age, marital status, sexual orientation, political affiliation or disability.

15. NOTICES

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Elizabeth Kelly, Director
Health and Human Services Agency
251 E. Webster St.
Colusa, CA 95932

If to Contractor:

Administration
Glenn County Health and Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

Notice shall be deemed to be effective two days after mailing.

16. ASSURANCE OF COMPLIANCE

Contractor shall comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto as Exhibit B and made a part of this agreement.

17. 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.

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF COLUSA

By: _____
Wendy Tyler
County Administrative Officer
Colusa County: California
Date:

COUNTY OF GLENN

By: _____
Laura Hawkins, Director
Glenn County Health and Human Services Agency
Date: 8/31/2025 | 5:52 AM PDT

By: Scott H. De Moss, CAO
Scott H De Moss,
County Administrative Officer
Glenn County, California
Date: 8/7/2025 | 7:12 AM PDT

APPROVED AS TO FORM:

_____
Office of County Counsel
Glenn County, California

Health and Human Services Agency:

□ Approved by Deputy Director Administration EV
□ Approved by Assistant Director BW
□ Approved by Fiscal Manager RF

Exhibits:
Exhibit A – List of Classes
Exhibit B – Vendor Assurance of Compliance

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

Exhibit A

LIST OF CLASSES

Courses listed below can be scheduled in Glenn County at the Orland site. Additional courses as well as county specific requests with integrated computer and CWS skills training can also be delivered. Please refer to the website for current courses, https://humanservices.ucdavis.edu/subject-areas/cwscms-consortium

- Adoptions in CWS/CMS
- Business Intelligence 4.2
- Creating Case Plans in CWS/CMS
- CWS Clerical Support Staff Training: Contact and Service Provider
- CWS Clerical Support Staff Training: Court Hearing Process
- CWS Clerical Support Staff Training: Foster Home Placement
- CWS Clerical Support Staff Training: Health and Education Pages
- CWS Clerical Support Staff Training: Introduction to CWS/CMS and Computer Skills - Day 1 (Morning)
- CWS Clerical Support Staff Training: Referral Intake Process
- CWS/CMS Contacts
- CWS/CMS for Intermediate Users
- CWS/CMS for New Users
- CWS/CMS for Supervisors and Managers
- CWS/CMS Health and Education Passport
- CWS/CMS Help Desk
- CWS/CMS Placement
- CWS/CMS related to ICWA
- CWS/CMS Resource Management
- Intermediate Business Objects (Webi) for CWS/CMS
- Petition Writing in CWS/CMS
- SafeMeasures Advanced
- SafeMeasures Basic Navigation
- SafeMeasures Training/Updates
- Writing 366.26 Hearing and Post-Permanency Planning Reviews in CWS/CMS
- Writing Family Reunification and Maintenance Reports in CWS/CMS
- Writing Jurisdiction and Disposition Reports in CWS/CMS

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

Docusign Envelope ID: BDAD411A-C892-4BD0-AF36-36329457010A

Exhibit B

VENDOR ASSURANCE OF COMPLIANCE WITH COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY, NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Glenn County Health and Human Services Agency

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

8/31/2025 | 5:52 AM PDT

Date

Laura Hawkins, Director of Health and Human Services Agency
Glenn County, California

CR50-Vendor Assurance of Compliance

Attachment: 28_SSD782_Colusa_CMS (10823 : Services Agreement from Glenn County Health and Human Services)

COUNTY OF COLUSA, CA

2.8

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Jeff Kennedy, dba Kennedy Consulting for project management services related to the Hospital Preparedness Program, effective July 1, 2025.

Approve contract with **Jeff Kennedy, dba Kennedy Consulting** for project management services related to the Hospital Preparedness Program, effective July 1, 2025.

Detailed Description/Background of request

Department Health and Human Services (DHHS) is requesting approval of a Professional Services contract with Jeff Kennedy, dba Kennedy Consulting for project management services related to the Hospital Preparedness Program.

Kennedy Consulting offers subject matter expertise in regards to the Hospital Preparedness Program (HPP). Jeff Kennedy is an active paramedic with over 30 years of experience. He has worked on the HPP program since 2005 and with Colusa County since 2013. DHHS is requesting approval of a new agreement with Kennedy Consulting due to the number of previous modifications.

This new contract is effective July 1, 2025 through June 30, 2026 with a not to exceed amount of $50,000.00.

Prior Board Action

Prior agreements with Colusa County since 2013.

Fiscal Impact/Funding Source

No impact to County General Fund as costs are budgeted with funding from the California Department of Public Health's Emergency Preparedness Office.

The contract has a not to exceed amount of $50,000.

Action for the Clerk

Please number contract, obtain signatures and forward to:

Jeff Kennedy dba Kennedy Consulting
1861 Tres Picos
Yuba City, Ca, 95993

Please forward fully executed to Kirill Obraztsov at DHHS.

ATTACHMENTS:

- Contract_Kennedy Consulting (DOCX)
- Attachment A_Scope of Work (DOCX)
- Attachment B_Activity and Invoice Table (DOCX)

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Jeff Kennedy, dba Kennedy Consulting("Contractor").

1. **Services to be Performed:** Contractor agrees at his own expense to furnish all equipment, labor and materials necessary to provide County with project management services of the Hospital Preparedness Program, as more specifically detailed in Exhibit "A".

2. **Term:** This Contract shall begin on July 1, 2025, and continue through June 30, 2026.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued 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: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

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

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

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

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

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

8. **Debarment and Suspension:**

   A. Certification Regarding Debarment: By signing this Contract, the Contractor certifies that neither the Contractor nor any of its principals are currently debarred or suspended by any Federal department or agency.

   B. Certification of Lower Tier Contractors Regarding Debarment: By administering any lower-tier subcontract exceeding $25,000 as a covered transaction under this Contract, the Contractor certifies that:

Attachment: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

1) The Contractor has verified that each lower-tier subcontractor participating in a covered transaction is not presently debarred or suspended from participation in this Contract by any Federal department or agency.

2) Prior to entering into any lower-tier subcontract exceeding $25,000, the Contractor shall require each proposed subcontractor to disclose, in writing, whether, as of the time of award of the subcontract, the subcontractor or its principals is debarred or suspended by the Federal Government. The Contractor may accomplish this by:

   a. Checking the System for Award Management at website: http://www.sam.gov.
   b. Collecting a certification statement similar to the Certification Regarding Debarment, above.
   c. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an

Attachment: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

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

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

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

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

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

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

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

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

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

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

G. Proof of Coverage: At the time of execution of this contract, Contractor shall

Attachment: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

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

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

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

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

	Department of Health and Human Services
	Attn: Director
If to County:	251 E. Webster St.
	Colusa, Ca, 95932
	Jeff Kennedy dba Kennedy Consulting
If to Contractor:	1861 Tres Picos
	Yuba City, Ca, 95993

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

Attachment: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

constitute one and the same instrument and shall become binding upon the parties.

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

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

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

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

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

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

    A. Attachment "A" – Scope of Work
    B. Attachment "B" – Activity and Invoice Table

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

JEFF KENNEDY, DBA KENNEDY CONSULTING

_____Date:_____
Jeff Kennedy, Owner

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy

Attachment: Contract_Kennedy Consulting (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 1:

Establish Governance HCCs are required to complete the following governance activities. Governance structures, assessments, planning, and exercises are mutually dependent. As you identify new gaps or priorities through your assessments, you must use those insights to inform governance structures and activities, and the other way around.

Activity 1.1:
HCC Governance Document
Activity 1.1 Description:
Develop a governance document for the coalition. The HCC Governance Document must include the components listed in activities 1.1.1-1.1.5
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review governance documents as required by work plan.

Activity 1.1.1:
Management / Administration
Description:
Due Date Information: Review each BP and submit updated material as needed.
Activity Details: Reference page(s) 5-6 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development
Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Activity 1.1.2:
Geographic Coverage
Description:
Due Date Information: Review each BP and submit updated material as needed.
Activity Details: Reference page(s) 6 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development
Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Activity 1.1.3:
Membership
Description:
Due Date Information: Review each BP and submit updated material as needed.
Activity Details: Reference page(s) 6-7 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Activity 1.1.4:
Community coordination and engagement
Description:
Due Date Information: Review each BP and submit updated material as needed.
Activity Details: Reference page(s) 7 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development
Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Activity 1.1.5:
Response Operations
Description:
Due Date Information: Review each BP and submit updated material as needed.
Activity Details: Reference page(s) 7-8 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development
Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Activity 1.2:
Jurisdiction Information
Activity 1.2 Description:
Due Date Information: Notify CDPH-CPR of changes each BP, as needed.
Activity Details: Your HCC must notify your assigned Project Officer of any HCC jurisdictional boundary changes. Reference page(s) 8 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Organizational Development
Outcome: Enhance and Sustain HCCs
Due at: 12/31/2025
Contractor Scope of Work:
Contractor to review and/or update documents as required by work plan.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 2:

Assess Readiness Your HCC must complete the following assessments. Assessments, planning, and exercises described throughout the guidance are mutually dependent. As you identify new gaps or priorities through your assessments, you must use those insights to inform planning and exercises, as well as other future assessments. Your HCC must use the Risk Identification and Site Criticality (RISC) Toolkit 2.0 to the extent possible to inform assessments. Your HCC may also use additional data sources and other resources to inform assessments.

Activity 2.2:
Hazard Vulnerability Assessment (HVA)
Activity 2.2 Description:
Due Date Information: Submit by January 31, 2025 (BP1). Review and submit updated material each BP from BP2-BP5.
Activity Details: Your HCC must complete an HVA for your jurisdiction every BP. Reference page(s) 9 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Assessment and risk mitigation
Outcome: Establish and act upon multi-year priorities
Due at: 6/30/2026
Contractor Scope of Work:
Contractor assists LHD and HCC with meeting Colusa County HPP HVA requirements as above.

Activity 2.3:
Readiness Assessment
Activity 2.3 Description:
Due Date Information: Review and submit upload updated material each BP from BP2-BP5.
Activity Details: Your HCC must complete a Readiness Assessment detailing your HCC's capacity and capability to carry out HPP activities, conduct health care preparedness and response operations, and address health care readiness gaps. Reference page(s) 9 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Assessment and risk mitigation
Outcome: Coordination
Due at: 12/31/2025
Contractor Scope of Work:
Contractor works with LHD and HCC to review the Readiness Assessment as required by the work plan.

Activity 2.4:
Supply Chain Integrity Assessment
Activity 2.4 Description:
Due Date Information: Once released, review resources and utilize the provided template to submit assessment by December 31, 2026 (BP3). Review and submit updated material each BP from BP4-BP5.
Activity Details: CDPH-CPR will develop Supply Chain Assessment resources for HCCs to assist in conducting their assessment. Additional information on this activity will be released in supplemental guidance. Reference page(s) 9-10 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Assessment and risk mitigation
Outcome: Continuity of health care service delivery

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Due at: 12/31/2026

Contractor Scope of Work:

No activities required for FY25-26

Activity 2.5:

Workforce Assessment

Activity 2.5 Description:

Due Date Information: Once released, review resources and utilize the provided template to submit assessment by December 31, 2026 (BP3). Review each BP from BP4-BP5 and submit updated material as needed.

Activity Details: CDPH-CPR will develop Workforce Assessment resources for HCCs to assist in conducting their assessment. Additional information on this activity will be released in supplemental guidance. Reference page(s) 10-11 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.

Core Function: Assessment and risk mitigation

Outcome: Continuity of health care service delivery

Due at: 12/31/2026

Contractor Scope of Work:

No activities required for FY25-26

Activity 2.6:

Cybersecurity Assessment

Activity 2.6 Description:

Due Date Information: Once released, review resources and utilize the provided template to submit assessment by June 30, 2026 (BP2). Review and submit updated material each BP from BP3-BP5.

Activity Details: CDPH-CPR will develop Cybersecurity Assessment resources for HCCs to assist in conducting their assessment. Additional information and a template for this assessment will be released in supplemental guidance. Reference page(s) 11 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.

Core Function: Assessment and risk mitigation

Outcome: Continuity of health care service delivery

Due at: 06/30/2026

Contractor Scope of Work:

Contractor will work with the LHD and the HCC to complete the Colusa County portion of the Cybersecurity Assessment as required by the work plan if resources are released by the state.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 2.7:
Extended Downtime Health Care Delivery Impact Assessment
Activity 2.7 Description:
Due Date Information: Once released, utilize the provided template and submit assessment by June 30, 2026 (BP2). Review and submit updated material each BP from BP3-BP5.
Activity Details: Your HCC must complete an Extended Downtime Health Care Delivery Impact Assessment for your jurisdiction. Reference page(s) 11-12 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Assessment and risk mitigation
Outcome: Continuity of health care service delivery
Due at: 06/30/2026

Contractor Scope of Work:

Contractor will work with the LHD and HCC to complete Colusa County HPP portion of this activity as outlined the work plan.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 3:

Plan and Implement
HCCs must develop, submit, and implement plans that address preparedness, response, and recovery. HCCs may use existing plans from the 2019-2023 period of performance as a baseline for many of these plans, updating documents to meet new requirements for the 2024-2028 period of performance. Assessments, plans, and exercises described throughout the guidance are mutually dependent. As new gaps and/or priorities are identified through assessments and exercises, they should be used to inform planning, and the other way around.

Activity 3.1:
Participate in California's Strategic Plan for 2024-2028
Activity 3.1 Description:
Due Date Information: Provide input on California's Strategic Plan, if requested, by December 31, 2025
Activity Details: HCCs must provide input on jurisdictional priorities to CDPH-CPR to inform California's Strategic Plan for the 2024-2028 period of performance. Reference page(s) 12 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Organizational development
Outcome: Establish and act upon multi-year priorities
Due at: 12/31/2025
Contractor Scope of Work:
Contractor will assist the LHD and HCC with input on this plan if requested.

Activity 3.2:
Readiness Plan
Activity 3.2 Description:
HCCs must develop a Readiness Plan and update it every BP. The Readiness Plan must include activity 3.2.1.
Due at: 12/31/2025
Contractor Scope of Work:
Contractor will assist the LHD and the HCC with reviewing and updating the Readiness Plan.

Activity 3.2.1:
Training and Exercise Plan
Description:
Due Date Information: Review and submit updated material each BP from BP2-BP5.
Activity Details: Reference page(s) 13-14 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Organizational Development & Training, exercise, and evaluation
Outcome: Enhance and Sustain HCCs & Continuity of health care service delivery
Due at: 12/31/2025
Contractor Scope of Work:
Contractor will assist the LHD and the HCC with reviewing and updating the Colusa HPP portion of the HCC Training and Exercise Plan as needed.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 3.3:
Response Plan
Activity 3.3 Description:
Your Response Plan will consist of detailed descriptions of how your HCC will implement activities that support the core functions. You should update your Response Plan to incorporate the top priorities for your jurisdiction, based on the statewide Strategic Plan and your HCC Readiness Plan. The Response Plan must include plans listed in activities 3.3.1-3.3.6.

Activity 3.3.1:
Information-Sharing Plan
Description:
Due Date Information: Review each BP from BP2-BP5 and submit updated material as needed.
Activity Details: Reference page(s) 14-15 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Information sharing
Outcome: Coordination
Due at: 06/30/2026
Contractor Scope of Work:
Contractor will assist the LHD and the HCC with reviewing and updating the Colusa County HPP Portion of the HCC Information Sharing Plan as required by the work plan.

Activity 3.3.2:
Resource Management Plan
Description:
Due Date Information: Review your current resource management plan, in coordination with your Local Emergency Medical Services Agency (LEMSA), each BP from BP1-BP5 and submit updated material as needed. If your HCC does not have a resource management plan, complete by June 30, 2026 (BP2). Review each BP from BP2-BP5 and submit updated material as needed.
Activity Details: Reference page(s) 15-16 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Resource Management
Outcome: Continuity of health care service delivery
Due at: 06/30/2026
Contractor Scope of Work:
Contractor will assist the LHD and the HCC with reviewing and updating the Colusa County HPP Portion of the HCC Resource Management Plan as required by the work plan.

Activity 3.3.3:
Workforce Readiness / Resilience Plan
Description:
Due Date Information: Submit by December 31, 2026 (BP3). Review each BP from BP4-BP5 and submit updated material as needed.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity Details: Reference page(s) 16 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Healthcare worker support
Outcome: Continuity of health care service delivery
Due at: 12/31/2026
Contractor Scope of Work:
No activities due this year.

Activity 3.3.4:
Medical Surge Support Plan
Description:
Due Date Information: Review your current medical surge support plan, in coordination with your Local Emergency Medical Services Agency (LEMSA), each BP from BP1-BP5 and submit updated material as needed. If your HCC does not have a medical surge support plan, complete by June 30, 2025 (BP1). Review each BP from BP2-BP5 and submit updated material as needed.
Activity Details: Reference page(s) 17-19 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Specialty care planning and coordination
Outcome: Continuity of health care service delivery
Due at: 06/30/2026
Contractor Scope of Work:
Contractor will assist the LHD and the HCC with reviewing and updating the Colusa County HPP Portion of the HCC Medical Surge Support Plan as required by the work plan.

Activity 3.3.5:
Patient Movement Plan
Description:
Due Date Information: Deadline to be determined. CDPH-CPR will define the submission deadline and release supplemental guidance to HCCs once determined. HCCs must work with LEMSAs to complete this activity.
Activity Details: Reference page(s) 19-20 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Specialty care planning and coordination
Outcome: Coordination
Due at: TBD by EPO
Contractor Scope of Work:
No activities due this year.

Activity 3.3.6:
Allocation of Scarce Resources Plan
Description:
Due Date Information: Deadline to be determined. CDPH-CPR will define the submission deadline and release supplemental guidance once determined.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity Details: Reference page(s) 20-22 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Resource management
Outcome: Continuity of health care service delivery
Due at: TBD by EPO
Contractor Scope of Work:
No activities due this year.

Activity 3.4:
Continuity and Recovery Plan
Activity 3.4 Description:
Your Continuity and Recovery Plan will consist of several detailed plans listed in 3.4.1-3.4.4.

Activity 3.4.1:
Continuity of Operations Plan (COOP)
Description:
Due Date Information: Once submitted, review each BP, and submit updated material as needed.
Activity Details: Reference page(s) 22 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Continuity and recovery
Outcome: Continuity of health care service delivery
Due at: 06/30/2026
Contractor Scope of Work:
Contractor will work with the LHD and the HCC to review and/or update the Colusa County portion of the HCC COOP plan.

Activity 3.4.2:
Cybersecurity Support Plan
Description:
Due Date Information: Submit by June 30, 2027 (BP3). Review each BP from BP3-BP5 and submit updated material as needed.
Activity Details: Reference page(s) 22-23 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Continuity and recovery
Outcome: Continuity of health care service delivery
Due at: 06/30/2027
Contractor Scope of Work:
No activities due this year.

Activity 3.4.3:
Extended Downtime Support Plan
Description:

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Due Date Information: Submit by June 30, 2027 (BP3). Review each BP from BP3-BP5 and upload updated material as needed.
Activity Details: Reference page(s) 23 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Continuity and recovery
Outcome: Continuity of health care service delivery
Due at: 06/30/2027
Contractor Scope of Work:
No activities due this year.

Activity 3.4.4:
Recovery Plan
Description:
Due Date Information: Submit by June 30, 2026 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.
Activity Details: Reference page(s) 23-24 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity
Core Function: Continuity and recovery
Outcome: Continuity of health care service delivery
Due at: 06/30/2026
Contractor Scope of Work:
Contractor will work with the LHD and the HCC to complete the Colusa County portion of the HCC Recovery plan.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 4:

Exercise and Improve As part of the cooperative agreement, HCCs must exercise and improve the activities described in their plans. As available, HCCs must review the completed assessments described in Activity 2: Assess Readiness to inform the scenario, objectives, and desired outcomes for the exercises. After your HCC conducts exercises or responds to real world incidents, your HCC must update assessments and plans to reflect any relevant new findings or insights. You must adhere to the components detailed on pages 24-25 of the CDPH-CPR Hospital Preparedness Program Guidance to demonstrate compliance with HPP requirements.

Activity 4.1:
Medical response and Surge Exercise (MRSE)
Activity 4.1 Description:
Due Date Information: Complete the exercise and submit the required documentation by June 30 of each BP. CDPH-CPR will release supplemental guidance on the required documentation when released by ASPR.
Activity Details: Your HCC must plan and conduct at least one operations-based functional or full-scale MRSE every BP to evaluate your ability to deliver appropriate care to patients during medical surge. Reference page(s) 25-26 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: 06/30 of each BP
Contractor Scope of Work:
Contractor will support the LHD as they plan for the HCC MRSE. Contractor will support the LHD with the AAR process and review the AAR results with the county HPP team.

Activity 4.2:
Patient Movement Exercise
Activity 4.2 Description:
Due Date Information: In coordination with your LEMSA, complete once, within one year of submitting the Patient Movement Plan.
Activity Details: Your HCC, in coordination with your LEMSA, must complete a Patient Movement Exercise to test your Patient Movement Plan, Activity 3.3.5. Reference page(s) 26 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: Within one year of submitting the Patient Movement Plan
Contractor Scope of Work:
No activities due this year.

Activity 4.3:
Federal Patient Movement Exercise

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Attachment A

Activity 4.3 Description:
Due Date Information: If applicable, complete once every three years, or as required by other cooperative agreements/programs.
Activity Details: HCCs within an FCC patient reception area, in coordination with their LEMSA, should contact the FCC within their area and request to support the FCC's pre-planned exercise. Reference page(s) 26 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: Once every three years, or as required (06/30/2027)
Contractor Scope of Work:
No activities due this year.

Activity 4.4:
Cybersecurity Exercise
Activity 4.4 Description:
Due Date Information: Complete once by June 30, 2028 (BP3).
Activity Details: Your HCC must conduct or participate in a discussion-based Cybersecurity Exercise after you develop your Cybersecurity Support Plan, Activity 3.4.2. Reference page(s) 26 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: 06/30/2028
Contractor Scope of Work:
No activities due this year.

Activity 4.5:
Non-Cyber Extended Downtime Exercise
Activity 4.5 Description:
Due Date Information: Complete once between BP4-BP5.
Activity Details: Your HCC must conduct a Non-Cyber Extended Downtime Exercise after you develop your Extended Downtime Support Plan. Reference page(s) 26 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: Complete once between BP4-BP5
Contractor Scope of Work:
No activities due this year.

Activity 4.6:
Exercise to Address Additional Jurisdictional Priorities or Areas of Improvement
Activity 4.6 Description:
Due Date Information: Complete once in the five-year period of performance.
Activity Details: Your HCC must conduct an additional exercise at least once in the five-year period of performance that addresses a jurisdictional priority defined in the statewide Strategic Plan or your Readiness Plan, an identified gap from your assessments, previous exercises or improvement plans, or one of your identified critical risks. Your HCC has the flexibility to decide what to address in your exercise. However, you may not use this exercise to replace any of the other required exercises (for

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

example, you may not choose to exercise Patient Movement or Extended Downtime here, since those are already addressed by other requirements). Reference page(s) 27 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: Complete once in the five-year period of performance
Contractor Scope of Work:
No activities due this year.

Activity 4.7:
Statewide Exercise
Activity 4.7 Description:
Due Date Information: Complete once in the five-year period of performance.
Activity Details: All HCCs are required to participate in CDPH-CPR's Statewide Exercise which will occur toward the end of the five-year project period. More information will be provided in supplemental guidance to be released from CDPH-CPR. Reference page(s) 27 in CDPH-CPR Hospital Preparedness Program Guidance for information on how to complete this activity.
Core Function: Training, exercise, and evaluation
Outcome: Coordination
Due at: Complete once in the five-year period of performance
Contractor Scope of Work:
No activities due this year.

Program Management:
Contractor Scope of Work:

- Create, improve, update, and distribute the HPP contact list, ensuring updates and distributions occur at least quarterly;
- Create, revise, update, and distribute, the local HCC training/exercise plan;
- Collect and submit all required data elements from HCFs, including uploading necessary data to the CAT or Grant Ready;
- Prepare, convene, and facilitate at least five local HPP Planning Meetings. Set agendas, ensure minutes are taken, and complete/collect a sign-in sheet;
- Prepare, convene, and facilitate at least five local HPP Workshops. Set agendas, take minutes, and complete/collect sign-in sheets;
- Generate data reports as required by state guidance documents.

Attachment: Attachment A_Scope of Work (10824 : Contract with Jeff Kennedy)

Colusa County FY25-26 Activity and Invoice Table
Attachment B

Activity	Deliverables	Est. Cost Per Activit
Activity 1: Establish Governance Assist the LHD and HCC with creating effective an leadership structure and decision-making processes within HCC.	• **Detailed in Work Plan and Readiness Plan** Detailed Progress Reports indicating % progress made during reporting period delivered to Colusa County LHD.	**$4,000.00**

Activity	Deliverables	Est. Cost Per Activit
Activity 2: Assess Readiness Assist the LHD and HCC with evaluating current capabilities and identifying areas for improvement in preparedness and response functions.	• **Detailed in Work Plan and Readiness Plan** Detailed Progress Reports indicating % progress made during reporting period delivered Colusa County LHD.	**$4,000.00**

Attachment: Attachment B_Activity and Invoice Table (10824 : Contract with Jeff Kennedy)

Colusa County FY25-26 Activity and Invoice Table
Attachment B

Activity	Deliverables	Est. Cost Per Activit
Activity 3: Plan and Implement Assist the LHD and HCC with developing and executing strategic plans (required for FY25-26 HPP) to enhance the healthcare delivery system.	• **Detailed in Work Plan and Readiness Plan** Detailed Progress Reports indicating % progress made during reporting period delivered to Colusa County LHD.	**$6,000.00**

Activity	Deliverables	Est. Cost Per Activit
Activity 4: Exercise and Improve Assist the LHD with planning and conducting required HPP exercises to test plans and recommend improvements based on lessons learned.	• **Detailed in Work Plan and Readiness Plan** Detailed Progress Reports indicating % progress made during reporting period delivered to Colusa County LHD.	**$6,000.00**

Attachment: Attachment B_Activity and Invoice Table (10824 : Contract with Jeff Kennedy)

Colusa County FY25-26 Activity and Invoice Table
Attachment B

Capability	Deliverables	Est. Cost Per Activit
Program Management • Create, improve, update, and distribute HPP contact list – update/distribute at least quarterly. • Create, revise, update distribute and implement local HCF training/exercise plan. • Collect and submit all required data elements from HCFs. • Prepare, convene, and facilitate five local HPP Planning Meetings. Set agendas, have minutes taken, and complete/ collect a sign in sheet. • Prepare, convene, and facilitate five local HPP Workshops. Set agendas, have minutes taken, and complete/collect a sign in sheet. • Data reports at beginning, middle and end of grant.	• Local HPP Contact Lists. • Local Training/Exercise Plan. • Data reports at beginning, middle and end of grant. • Meeting agendas, summaries/minutes, and sign-in sheets. • Workshop agendas, summaries/minutes, and sign-in sheets.	**$30,000.(**
TOTAL		**$50,000.(**

Attachment: Attachment B_Activity and Invoice Table (10824 : Contract with Jeff Kennedy)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve Amended and Restated Joint Exercise of Powers Agreement with Regional Housing Authority adding Lake County to the JPA, effective November 1, 2025

Approve Amended and Restated Joint Exercise of Powers Agreement (JPA) with the **Regional Housing Authority** to add Lake County to the JPA, effective November 1, 2025.

Detailed Description/Background of request

The Regional Housing Authority (RHA provides rental assistance through the Housing Choice Voucher program for clients in several jurisdictions as per the Amended and Restated JPA approved in July 2016. Lake County Housing Authority has expressed a desire to consolidate its management and operations of its entire Housing Choice Voucher, Emergency Housing Vouchers (EHV) and Veterans Affairs Supportive Housing (VASH) assistance programs with a larger entity to create an area housing authority.

The Regional Housing Authority (RHA) Board of Commissioners held a meeting on April 16, 2025 and approved consolidating with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract. As per the U.S. Department of Housing the Urban Development (HUD), approval from the respective jurisdictions is required before the consolidation with Lake County can be finalized.

RHA is in the process of consolidating with Lake County to absorb their Housing Choice Voucher program. In order for the consolidation to be finalized by HUD, all jurisdictions need to approve the attached Amended and Restated Joint Exercise of Powers Agreement.

The Regional Housing Authority requests the Board to approve the Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba and Colusa Counties, and the Cities of Live Oak, Yuba City to add Lake County for the purpose of creating a Regional Housing Authority.

This agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011("Original Agreement") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016

Prior Board Action
On September 20, 2016 the Board approved C16-168 adding the counties of Yuba and Colusa, and the City of Colusa as Member Agencies.

Fiscal Impact/Funding Source
None

Action for the Clerk
Send an original JPA to:
Jennifer Ruiz
Executive Assistant/HR Coordinator
Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95993

ATTACHMENTS:

- Letter to approve amended JPA 10-1-2025 County of Colusa (PDF)
- Amended Restated JPA of HA admitting Lake Co-Redline (DOCX)
- Amended Restated JPA of HA admitting Lake County-clean copy (PDF)
- C16-168 JPA Regional Housing Authority for Various Counties - Amended (PDF)
- 11-4-20 Regional Housing Authority - Amended Bylaws (PDF)

REGIONAL HOUSING AUTHORITY
Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993
Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775
www.RegionalHA.org

October 2, 2025

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

RE: Consolidation with Lake County

The Regional Housing Authority (RHA) provides rental assistance through the Housing Choice Voucher program for clients in several jurisdictions as per the Amended and Restated Joint Exercise of Powers Agreement approved in July 2016. Lake County Housing Authority has expressed a desire to consolidate its management and operations of its entire Housing Choice Voucher, Emergency Housing Vouchers (EHV) and Veterans Affairs Supportive Housing (VASH) assistance programs with a larger entity to create an area housing authority.

At the April 16, 2025, meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to consolidate with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract. As per the U.S. Department of Housing and Urban Development (HUD), approval from the respective jurisdictions is required before the consolidation with Lake County can be finalized.

The Regional Housing Authority requests the County of Colusa Board of Supervisors approve the attached Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba, Colusa and Lake Counites, and the Cities of Live Oak, Yuba City and Colusa, for the purpose of creating a Regional Housing Authority.

Sincerely,

Gustavo Becerra
Executive Director

Attachment: Letter to approve amended JPA 10-1-2025 County of Colusa (10864 : Amended and Restated Joint Exercise of Powers Agreement

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN SUTTER, NEVADA, YUBA, ~~AND~~ COLUSA AND LAKE COUNTIES, AND THE CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into ~~this~~ effective November 1, ~~6th day of July~~, 2025~~16~~, by and between the counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016.

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2025, the County of Lake declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the County of Lake~~counties of Yuba or Colusa and/or City of Colusa~~, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the County of Lake ~~counties of Yuba and Colusa, and the City of Colusa~~ as a Member Agencies and, is hereby renamed as the Regional Housing Authority, serving the communities of Sutter, Nevada,

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

Yuba, ~~and~~ Colusa and Lake Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:
   (a) Address regional and area wide housing problems;
   (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
   (c) Prevent unnecessary duplication of effort on behalf of Members;
   (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.

3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies.

4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following ~~directors~~Commissioners:
   (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
   (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
   (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
   (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
   (e) Elected Member Representative Terms. Elected Member Representatives shall be appointed to a~~four~~ one (14) year term commencing on January 31 of each year~~s~~; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
   ~~(e)~~(f) Non-Elected Member Representative Terms. Non-Elected Member Representatives shall be appointed to a four (4) year term commencing on January 31 of the year of their appointment; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
   ~~(f)~~(g) New Member Representatives. New Members Agencies shall designate ~~one of their initial~~ Member Representative~~s~~ to serve for a a term of either~~n~~ ~~initial~~ one (1) year ~~term~~

Formatted: No underline

commencing on January 31 of the year of their appointment if the are an Elected Member Representative ~~of three (3) years and~~or ~~one~~ a Non-Elected Member Representative to serve ~~for an initial~~a term of four (4) years commencing on January 31 of the year they are appointed. All successor appointees to the Board shall be appointed to either a one year term or a ~~for~~ four (4) year term~~s~~, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(g)~~(h) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years commencing on January 31 of the year of their appointment; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(h)~~(i) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

~~(i)~~(j) Quorums; Majority Vote Required. ~~Three-fifths (3/5ths)~~A simple majority of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.

~~(j)~~(k) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.

~~(k)~~(l) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.

~~(l)~~(m) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:
   (a) To act as the policy making body of the Authority;
   (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;
   (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
   (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;
   (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
   (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
   (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
   (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
   (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
   (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.

6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.

7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.

8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall

establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.

11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than $2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.

12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.

13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.

14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.

16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.

17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.

19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it

Attachment: Amended Restated JPA of HA admitting Lake Co-Redline (10864 : Amended and Restated Joint Exercise of Powers Agreement

were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[*Signatures on following pages*]

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN SUTTER, NEVADA, YUBA, COLUSA AND LAKE COUNTIES, AND THE CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into effective November 1, 2025, by and between the counties of Sutter, Nevada, Yuba, Colusa and Lake (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016.

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2025, the County of Lake declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the County of Lake, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba, Colusa and Lake and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the County of Lake as a Member Agency and, is hereby renamed as the Regional Housing Authority, serving the communities of Sutter, Nevada, Yuba, Colusa and Lake Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:
   (a) Address regional and area wide housing problems;
   (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
   (c) Prevent unnecessary duplication of effort on behalf of Members;
   (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.

3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies.

4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following Commissioners:
   (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
   (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
   (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
   (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
   (e) Elected Member Representative Terms. Elected Member Representatives shall be appointed to aone (1) year term commencing on January 31 of each year; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
   (f) Non-Elected Member Representative Terms. Non-Elected Member Representatives shall be appointed to a four (4) year term commencing on January 31 of the year of their appointment; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
   (g) New Member Representatives. New Members Agencies shall designate a Member Representative to serve for a term of either one (1) year commencing on January 31 of the year of their appointment if the are an Elected Member Representative or a Non-Elected Member Representative to serve a term of four (4) years commencing on January 31 of the year they are appointed. All successor appointees to the Board shall be

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

appointed to either a one-year term or a four (4) year term, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

(h) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years commencing on January 31 of the year of their appointment; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

(i) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

(j) Quorums: Majority Vote Required. A simple majority of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.

(k) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.

(l) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.

(m) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:

(a) To act as the policy making body of the Authority;

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

(b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;

(c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;

(d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

(e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;

(f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.

(g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;

(h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.

(i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.

(j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.

6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.

7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.

8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.

11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than $2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.

12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.

13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.

14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.

16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.

17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.

19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

[*Signatures on following pages*]

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By: Daurice K. Smith
Title: Chair

APPROVED AS TO FORM

_____

Richard Stout, County Counsel
County of Colusa

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

_____

Patricia Rodriguez, Deputy Clerk

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

CITY OF COLUSA

_____

By:
Title:

COUNTY OF LAKE

_____

By:
Title:

Attachment: Amended Restated JPA of HA admitting Lake County-clean copy (10864 : Amended and Restated Joint Exercise of Powers

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT BETWEEN SUTTER, NEVADA, YUBA AND COLUSA COUNTIES, AND THE CITIES OF LIVE OAK, YUBA AND COLUSA, FOR THE PURPOSE OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this 20th day of September, 2016, by and between the counties of Sutter, Nevada, Yuba and Colusa (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement").

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the counties of Yuba or Colusa and/or City of Colusa, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba and Colusa and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the counties of Yuba and Colusa, and the City of Colusa as Member Agencies and, is hereby renamed as the Regional Housing Authority of Sutter, Nevada, Yuba and Colusa Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:

(a) Address regional and area wide housing problems;
(b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
(c) Prevent unnecessary duplication of effort on behalf of Members;
(d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.

3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies.

4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following directors:
(a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
(b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
(c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
(d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
(e) Member Representative Terms. Member Representatives shall be appointed to four (4) year terms; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
(f) New Member Representatives. New Members Agencies shall designate one of their initial Member Representatives to serve for an initial term of three (3) years and one to serve for an initial term of four (4) years. All successor appointees to the Board shall be appointed for four (4) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
(g) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
(h) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

(i) Quorums; Majority Vote Required. Three-fifths (3/5ths) of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.

(j) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.

(k) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.

(l) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:

(a) To act as the policy making body of the Authority;

(b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;

(c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;

(d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

(e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;

(f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.

(g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;

(h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.

(i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.

(j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.

6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.

7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.

8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.

11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than $2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.

12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.

13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.

14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay

and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.

16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.

17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.

19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By: John Buckland
Title: Mayor

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

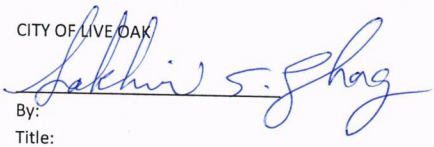
IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK



By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

_____

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By: Larry Munger
Title: Chairman

BOARD OF SUPERVISORS SUTTER CO., CA

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

_____

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By: Dan Miller
Title: Chair, Nevada County Board of Supervisors

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

_____

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended (10864 : Amended and Restated Joint Exercise of

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By: Roger Abe
Title: Chair

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: _____

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

_____

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By: DENISE T. CARTER
Title: CHAIR

CITY OF COLUSA

_____

By:
Title:

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

_____

By:
Title:

CITY OF LIVE OAK

_____

By:
Title:

COUNTY OF SUTTER

_____

By:
Title:

COUNTY OF NEVADA

_____

By:
Title:

COUNTY OF YUBA

_____

By:
Title:

COUNTY OF COLUSA

_____

By:
Title:

CITY OF COLUSA

By: Randall L. Dunn
Title: Interim City Manager

Attachment: C16-168 JPA Regional Housing Authority for Various Counties - Amended (10864 : Amended and Restated Joint Exercise of

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended

BY-LAWS OF

REGIONAL HOUSING AUTHORITY

ARTICLE I. – NAME & PURPOSE

Section 1. – Name

The name of the Authority shall be "Regional Housing Authority"

Section 2. – Purpose

The Regional Housing Authority ("the Housing Authority") is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority, which Agreement created the Regional Housing Authority, effective April 20, 2011, (the "Agreement") and the Housing Authority Law (California Health & Safety Code section 34200 et seq) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. – Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. – BOARD OF COMMISSIONERS

Section 1. – Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the "Board"), as is further specified in the Agreement.

Section 2. – Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City, two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa, two Commissioners appointed by the Sutter County Board of Supervisors, two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors, two Commissioners appointed by the Colusa County Board of Supervisors and except as otherwise provided

in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

Elected Commissioners will serve a term of one (1) year commencing on January 31 of each year. Non-Elected and Non-tenant Commissioners shall serve for a term of four (4) years commencing on January 31 of the year of their appointment. Vacancies shall be filled for the unexpired portion of the term The Tenant Commissioner jointly appointed shall serve for a term of two (2) years commencing on January 31 of the year of their appointment His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority His/Her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent additional Governing Bodies, provided that the addition of parties to the Agreement shall be approved by the Housing Authority and an affirmative vote of a majority of the Member Governing Bodies

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity, resignation, increase in the number of Commissioners, removal or otherwise, shall be filled by the Governing Body of the respective Member City or County.

Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended

resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City's or County's Governing Body

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

A No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)

B. Family is defined as parents, spouse, children, siblings, grandparents, grandchildren, significant other and domestic partner.

ARTICLE III. – MEETINGS OF THE BOARD

Section 1. – Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

Section 2. – Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary's recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. – Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. – Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. – Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner's and Member Governing Body's address as it is shown on the records of the Housing Authority.

Section 6. – Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. – Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the "yeas" and "nays" shall be entered upon the Minutes of such meeting. The

concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. – Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. – Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. – OFFICERS

Section 1. – Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. – Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.

Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director; he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).

Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V. – COMMITTEES OF THE BOARD

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.

Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

Section 5. – Fees and Compensation

Commissioners shall not receive any salary for their services as members of a Committee; however, a stipend equal to the amount paid for attendance of all Regular or Special Board of Commissioner meetings shall be paid to Committee members as allowed by California Health and Safety Code Section 34274.

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority's business, subject to approval by the Board, or the Housing Authority's Executive Committee

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.

B. Coordinating and carrying out the Housing Authority's purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;

C. Attending, as a non-voting member, the meetings of the Board and its committees;

D. Representing the Board and the Housing Authority in dealings with the public and other organizations;

E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

F. Performing such specific duties as are set forth in the Agreement; and

G. Performing such specific duties that are delegated by the Board.

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners, and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

A. Chairperson of the Board;

B. The Vice-Chairperson of the Board;

C. The Executive Director/Secretary; or

D. Specific check signers designated by Board Resolution.

Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least eight (8) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority.
2. That the forgoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on November 4, 2020.

IN WITNESS WHEREOF, I hereunto subscribed my name this 4th day of November 2020.

Gustavo Becerra
Executive Director and Secretary

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (10864 : Amended and Restated Joint Exercise of Powers Agreement

COUNTY OF COLUSA, CA 2.10

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

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

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

Detailed Description/Background of request

The Colusa County Sheriff's Office requests approval to refinish approximately 550 square feet of flooring in the Jail kitchen and adjoining storage area with a durable epoxy floor product. The project site is located within the Sheriff's Office facility at 929 Bridge Street, Colusa, California. This improvement is necessary to address significant wear and tear to the existing surface, which has become difficult to maintain and no longer meets the durability and sanitation needs of a detention kitchen environment.

This RFB is being issued for the second time. After the initial solicitation, Staff determined that additional exploratory work was required to fully evaluate the condition of the existing floor and underlying substrate. That additional assessment has now been completed, and the specifications have been refined to reflect the findings and to ensure bidders can accurately price the work and meet the County's performance standards.

Purchasing and Procurement requests that the Board adopt plans, specifications and working details of this RFB for epoxy flooring in the Jail kitchen and authorize publication of the same.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted in the building fund, 009-48030-480

Action for the Clerk

Please publish the NTB in the Pioneer Review.

ATTACHMENTS:

- RFB_Jail Kitchen Flooring (DOC)

- PW Contract_Jail Kitchen Flooring (DOCX)
- NTB_Jail Kitchen Flooring (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

Sheriff Jail Kitchen Flooring

Mandatory Walk-Thru: November 12, 2025 at 8:30am
Bidders to meet at the front office in the Sheriff's Department

Due Date: November 24, 2025 at 4:30pm

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT

The County of Colusa ("County") is requesting bids from licensed contractors for the materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy quartz flooring single layer system with primer as more specifically detailed in the Project Specifications of this RFB. The Sheriff's Jail is located at 929 Bridge Street, Colusa, Ca. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

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: Contractor to provide materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy quartz flooring single layer system with primer, as more specifically detailed on the Project Specifications below.

5. Types of Bids Required:

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

   B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed by April 30, 2026. Once work has

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

commenced, it must be completed within seven days.

7. Time and Place of Submission of Bids:

A. Time: Two (2) bids shall be submitted on or before **November 24, 2025** no later than 4:30pm 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:
"RFB-Sheriff Jail Kitchen 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. on November 17, 2025:

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

Any addenda issued shall be included in the bid proposal.

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.

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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 Lead for prior approval of the best course of action.

8. Guarantees: The successful vendor shall guarantee all services provided 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. Refer to paragraph 10 in the attached contract.

9. Liquidated Damages: Should the work not be complete, as acknowledged with an executed Notice of Completion, damages will be sustained by the County. It 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. Refer to paragraph 11 in the attached contract.

10. 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.

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

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

13. 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.countyofcolusaca.gov

14. 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;

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Bid Sheet is attached, marked “Bid Worksheet”.

20. Point of Sale is Colusa, CA.

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

PROJECT SPECIFICATIONS
Jail Kitchen Flooring
929 Bridge Street, Colusa, Ca, 95932

The Contractor is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

Contractor is to provide all materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy quartz single layer system with primer.

1.0 Surface Preparation

All concrete surfaces shall be mechanically prepared by grinding using a planetary grinder with a minimum head pressure of 300 lbs or greater. The surface shall be prepared to a Concrete Surface Profile (CSP) of #2-3 in accordance with ICRI guidelines. All dust, debris, laitance, contaminants, and loose material shall be completely removed by vacuuming and, if necessary, solvent wiping prior to coating application.

2.0 ADD ALT Optional Contingency — Overlay Removal & Replacement

If during mechanical grinding, the existing concrete overlay delaminates, fails, or is found to be unsuitable to support the epoxy quartz flooring system, removal of the existing overlay will be required. This scope shall be bid as a separate line item outside of the base bid as a contingency allowance. Replacement overlay shall be installed using ARDEX K 15™ Self-Leveling Concrete Resurfacer at a 1/4" nominal thickness. The resurfacer shall be applied per the manufacturer's written instructions, including surface priming and environmental condition requirements. Resurfaced areas shall be allowed to cure sufficiently prior to application of the epoxy flooring system (typically 24 hours depending on ambient conditions). Note: This work shall only proceed upon written authorization from the County following identification of failing overlay conditions during surface preparation.

3.0 Primer Application

Following surface preparation and prior to epoxy base coat application, apply a 100% solids clear epoxy primer at a coverage rate of approximately 150-200 sq. ft. per gallon, depending on substrate porosity and profile. The primer shall be applied evenly using a squeegee and back-rolled to ensure uniform coverage and penetration. Allow primer to cure per manufacturer's recommendations (typically 4-6 hours at 70°F) before proceeding to the base coat.

4.0 Base Coat Application

Apply a 100% solids epoxy base coat at the manufacturer's recommended spread rate (80-100 sq. ft. per gallon, dependent on substrate profile and porosity). While the base coat is still wet, immediately Decorative Quartz to rejection until the surface is fully covered and no wet areas remain. Allow the base coat to cure according to the epoxy manufacturer's specifications (typically 8-12 hours at 70°F). After curing, sweep and vacuum all excess, loose aggregate.

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

5.0 Second Base Coat & Broadcast Application

Apply a second 100% solids epoxy base coat at 80-100 sq. ft. per gallon over the first broadcasted layer. Immediately broadcast Decorative Quartz to rejection while the coat is still wet. Allow the second base coat to cure per manufacturer's specifications (typically 8-12 hours at 70°F). After curing, remove all excess aggregate by sweeping and vacuuming.

5.0 Grout Coat Application

Once the broadcast base coat has fully cured, remove all excess, loose aggregate by sweeping and vacuuming. Apply **"TINTED Medium Gray"** 100% solids, tinted epoxy grout coat over the broadcasted surface at a coverage rate of approximately 80-100 sq. ft. per gallon. The grout coat shall encapsulate the quartz broadcast, filling voids and achieving a smooth, sealed surface. Allow grout coat to cure per manufacturer's guidelines (typically 8-12 hours at 70°F).

6.0 Topcoat Application

After the grout coat has cured, lightly sand any imperfections if necessary and vacuum clean. Apply a **"TINTED Medium Gray",** polyaspartic topcoat at a rate of 100-125 sq. ft. per gallon. The topcoat shall be applied uniformly to achieve the specified appearance, texture, and chemical resistance. Allow the polyaspartic topcoat to cure per manufacturer's recommendations before opening to foot traffic (typically 4-6 hours) and vehicular traffic (typically 24 hours).

7.0 System Components

Layer	Product Type	Color/Tint	Coverage Rate
Surface Prep	Mechanical Grinding (CSP 2-3)	N/A	N/A
Optional Overlay	ARDEX K 15™ Self-Leveling Concrete Resurfacer (1/4")	Gray/Natural	~23-25 sq. ft./bag @ 1/4"
Primer Coat	100% Solids Clear Epoxy Primer	Clear	150-200 sq. ft./gal
Base Coat	100% Solids Epoxy	As Specified	80-100 sq. ft./gal
Broadcast Media	Kiln-Dried Silica Sand (30 mesh)	N/A	To Rejection
Grout Coat	100% Solids Tinted Epoxy	As Specified	80-100 sq. ft./gal
Topcoat	Tinted Polyaspartic	As Specified	100-125 sq. ft./gal
Second Base Coat	100% Solids Epoxy	As Specified	80-100 sq. ft./gal
Second Broadcast Media	Decorative Quartz	N/A	To Rejection

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

8.0 Approved Systems

Approved specified systems to be used are:
- Resuflor Deco Quartz
- SP Polymers Deco DBQ System
- Sikafloor DecoDur Quartz System

One of these systems shall be selected for use in this project. No substitutions or equals will be accepted.

9.0 Additional Requirements

- All products shall be installed in accordance with the respective manufacturer's written instructions.
- Environmental conditions shall be maintained per coating manufacturer recommendations throughout installation and cure (generally 60°F - 85°F and ≤80% RH).
- Proper PPE and ventilation must be maintained during application and cure.
- The contractor shall document any substrate deficiencies discovered during surface preparation, including failing overlays, and notify the County immediately for authorization of contingency work.
- Priming is mandatory over all concrete surfaces and resurfaced areas prior to epoxy base coat installation.
- Remove any existing floor coverings, adhesives, or underlayment to ensure the new flooring adheres to the substrate per manufacturer's specifications.
- Perform moisture test to ensure proper products are used.
- Sand, patch, seal, and prime the surface for proper adhesion.
- Level the surface if necessary, using the proper leveling material per Manufacturer's specifications.
- Provide all necessary materials and equipment, including mixing tools, application equipment, and safety gear.
- Clean the work area and remove any trash or debris daily.

Other considerations:

- This is an operational Jail. All doors to remain shut at all times.
- Contractor will be responsible for daily tool count/inventory. Nothing shall be left behind (i.e. razors, screws, etc.)
- A photo copy of Driver's licenses will be required for all who will be entering the facility.

County will be responsible for:

- Moving all appliances out of the area and re-installing. Sinks will remain in place.
- Coordinate with the food provider to accommodate for the kitchen.
- Providing safe access to the work site.

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

SUB-CONTRACTOR'S LIST

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

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

BID WORKSHEET
Sheriff Jail Kitchen Flooring

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

EMAIL_____

DIR #:_____ Contractor License #_____

ITEM	PRODUCT	PRICE
1	Materials	$
2	Labor	$
3	Other (please explain)	$
4	ADD ALT – Overlay Removal and Replacement	$
	CA SALES TAX 8.75% 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_____, 2025.

Attachment: RFB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

C24-_____

Interior Painting

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("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 epoxy flooring in the Jail kitchen and storage room located at 949 Bridge St., Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than April 30, 2026. Once work has commenced, it must be completed within seven 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.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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

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

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

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

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

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

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

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

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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. 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.

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

2) Make good all damage to the building, site, equipment, furniture, or 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:

A. 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

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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.

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

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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:

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.

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

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

A. Attachment "A" Project Specifications
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date_____
Daurice K. Smith, Board Chair

CONTRACTOR

_____Date_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By
_____
Ann Nordyke, Deputy

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

Attachment A

PROJECT SPECIFICATIONS
Jail Kitchen Flooring
929 Bridge Street, Colusa, Ca, 95932

The respondent is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

DRAFT

Attachment: PW Contract_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

PLEASE PUBLISH: October 31, 2025 and November 7, 2025
POSTED AT HISTORICAL COURTHOUSE:

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) for the materials, equipment and labor to refinish approximately 550 sq. ft. of floor at the Sheriff's Jail kitchen and storage area with an epoxy floor product, as more specifically detailed in the Project Specifications of this RFB. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:30 p.m. on November 24, 2025. There is a **mandatory** walk-thru scheduled at the site on November 12, 2025 at 8:30 a.m. sharp. All bidders to meet at the front office in the Sheriff's Department.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

ATTEST: Marcos Krompf
Interim Clerk of the Board

_____
Ann Nordyke, Chief Deputy

Attachment: NTB_Jail Kitchen Flooring (10827 : Specifications and working details for RFB - Jail Kitchen Floor)

COUNTY OF COLUSA, CA

2.11

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

SUBJECT: Approve Purchase Order No. 27209192025 with Technique Communications for installation of Cat 6 wiring at 282 10th St Williams, CA and authorize the Purchasing Agent to sign.

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

Detailed Description/Background of request

The County entered into an "as needed" contract (C24-225) with Technique Communications on December 1, 2024 for network and telephone wiring on County Buildings. Behavioral Health is requesting Technique Communications install Cat 6 at the anticipated Westside Campus/Wellness Center and County Offices located at 282 10th St, Williams, CA. This wiring is needed for internet and phone services for County personnel to perform job duties. This includes installing, terminating, testing and labeling 2- 1 (single) wire Cat 6 date cable locations for wireless access points and 21-3 (bundled) wire Cat 6 data cable locations for phones, computers and printers.

Prior Board Action

Approved master contract (C24-225)

Fiscal Impact/Funding Source

Budgeted: 272-53180-272-0

Action for the Clerk

Please have Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

ATTACHMENTS:

- PO_27209192025 (PDF)
- Services_Contracts -Williams Cabling (PDF)

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

Purchase Order No.
PO27209192025

PURCHASE ORDER

VENDOR	Technique Communications
NAME	
ADDRESS	1990 Tierra Buena Rd
	Yuba City, CA. 95993
PHONE	(530) 671-1500
EMAIL	

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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
9/19/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
10000	each		Cat 6 General PVC	$0.22885	$2,288.50
21	each		Lev 3 port wall plate	$1.60	$33.57
2	each		Lev 2 poert surface	$3.395	$6.79
1	each		48 port Cat 6 P.P	$443.42	$443.42
1	each		24 port Cat 6 P.P.	$228.28	$228.28
4	each		Misc parts	$35.00	$140.00
90	each		Labor	$140.00	$12,600.00

SUBTOTAL	$15,740.56
DELIVERY	
CA Sales Tax .0725%	$227.69
TOTAL	$15,968.25

BASED ON ATTACHED QUOTE #
3345

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO_27209192025 (10829 : Purchase Order No. 27209192025 with Technique Communications for Behavioral Health)

TECHNIQUE COMMUNICATIONS

Estimate

CLN. 607925 DIR. 1000016808
1990 Tierra Buena Road
Yuba City, CA 95993
(530) 671-1500

Date	Estimate #
9/16/2025	3345

Name / Address
County Of Colusa Benny Strickland 547 Market Street, Suite 110 Colusa CA 95932

Project

Item	Description	Qty	Total
Cat 6 General PVC	** Quote to install Cat 6 cable at the 282 10th Street, Williams CA location for Behavioral Health.	10,000	2,288.50T
Lev 3 port wall plate		21	33.57T
Lev 2 port surface	** Quote includes:	2	6.79T
48 port Cat 6 P. P.		1	443.42T
24 port Cat 6 P. P.	1. Installing, terminating, testing, and labeling 21-3 Cat 6 data cable locations for phones, computers, and printers.	1	228.28T
Misc. parts	2. Installing, terminating, testing, and labeling 2 single Cat 6 data cable locations for WAPs.	4	140.00T
Labor Reg.		90	12,600.00
	** Quote does not include:		
	1. Any equipment cabinets, racks, patch cords, after hours, weekend work. or anything else not specifically mentioned above.		

Thank You for the opportunity in estimating this Project.

Subtotal	$15,740.56
Sales Tax (7.25%)	$227.69
Total	$15,968.25

Attachment: Services_Contracts -Williams Cabling (10829 : Purchase Order No. 27209192025 with Technique Communications for Behavioral

COUNTY OF COLUSA, CA 2.12

Request For County Board of Supervisors Action

MEETING DATE:	**October 21, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve 5th Modification with Haling & Associates for continued environmental monitoring and sampling services, effective October 21, 2025.**

Approve 5th Modification with **Haling & Associates** for continued environmental monitoring and sampling services, effective October 21, 2025.

Detailed Description/Background of request

Colusa County is required by State and Federal regulatory agencies to conduct ongoing groundwater and stormwater monitoring at its closed and active solid waste facilities and at the Colusa County Airport. Monitoring is required under the authority of the California State Water Resources Control Board (SWRCB), the applicable Regional Water Quality Control Board (RWQCB - Central Valley Region), and the California Department of Resources Recycling and Recovery (CalRecycle). These agencies implement the requirements of Title 27, California Code of Regulations (CCR), Division 2, Subdivision 1, which establish standards for waste management unit monitoring and reporting, as well as the federal Resource Conservation and Recovery Act (RCRA), Subtitle D.

For groundwater, Title 27 CCR, Chapter 3, Subchapter 3, Articles 1-3 set forth the requirements for monitoring and response programs at waste management units, including the installation and sampling of monitoring wells, collection of water quality samples, and analysis of chemical constituents to detect releases from landfills. For stormwater, compliance is required under the Statewide General Permit for Stormwater Discharges Associated with Industrial Activities (National Pollutant Discharge Elimination System [NPDES] General Permit, Order 2014-0057-DWQ as amended by Order 2015-0122-DWQ and Order 2018-0013-DWQ). This permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP), routine visual observations, storm event sampling, and annual reporting.

Through Agreement C13-024, Haling Associates provides all monitoring, sampling, laboratory analysis coordination, data evaluation, and reporting necessary to ensure that Colusa County remains in compliance with these regulatory requirements for its closed and active landfill sites and the Colusa County Airport. The consultant prepares and submits all required reports to the RWQCB, SWRCB, and CalRecycle on behalf of the County.

The County has expended the following amounts under this contract as of today:

FY 20/21 - $29,618.68
FY 21/22 - $62,370
FY 22/23 - $55,850
FY 23/24 - $68,952.46
FY 24/25 - $60,641.70
So far in 25/26 - $27,241.20

This proposed Fifth Modification extends the agreement for an additional year, through December 31, 2026, with no changes to the scope of services. Approval of this modification will allow Haling Associates to continue providing critical groundwater and stormwater monitoring and reporting services, thereby ensuring that Colusa County remains in full compliance with SWRCB, RWQCB, CalRecycle, and U.S. EPA requirements.

Prior Board Action
Original Contract, C13-024
Mod 1, C14-189
Mod 2, C18-009
Mod 3, C19-212
Mod 4, C20-218

Fiscal Impact/Funding Source
The existing total compensation amount of $1,045,750.00 remains sufficient to cover the costs of anticipated monitoring and testing through Dec 31, 2026. There is no additional fiscal impact.

Action for the Clerk
Please number agreement, obtain necessary signatures and forward to:

Haling & Associates
2450 Zanella Way, Suite 40
Chico, Ca, 95928

Provide the Director of Public Works with a Certified Board Order.

ATTACHMENTS:

- 5th Mod_Hailing & Associates (DOCX)
- C20-218 4th Mod_ Hailing & Associates (PDF)
- C19-212 3rd Mod_ Hailing & Associates (PDF)
- C18-009 2nd Mod_ Hailing & Associates (PDF)
- C14-189_1st Mod_ Hailing & Associates (PDF)
- C13-024 Haling & Associates (PDF)

Fifth Modification of Contract C13-024 for Surface/Storm Water and Soil & Landfill Gas Monitoring

This Fifth Modification of Contract C13-024 for Surface/Storm Water and Soil & Landfill Gas Monitoring is between County of Colusa (County), a political subdivision of the State of California, and Haling & Associates (Contractor).

Background

On February 22, 2013, the parties executed contract Cl3-024 to provide groundwater, surface water and methane landfill gas monitoring at Evans Road Landfill and Stonyford Landfill.

On August 26, 2014, the parties executed a first modification (C14-189) to modify page 14 of Exhibit "A" by replacing sheets 1 and 2 and adding Tasks 1 and 2 of Exhibit "B" to the scope of work.

On January 9, 2018, the parties executed a second modification (C18-009) modifying Section 1, Services to be Performed, to address the State's Water Board Waste Discharge Requirements and to increase compensation in an amount not to exceed $711,500;

On December 17, 2019, the parties executed a third modification (C19-212) updating Exhibit “A” to add additional services regarding the destruction of the wells at the Indian/Bear Valley Fire Department Site located at 5122 East Park Road, Stonyford, California and to increase compensation by an additional $16,500; and

On December 15, 2020, the parties executed a fourth modification (C20-218) to replace Exhibit “A” with Attachment “A” updating the services to be provided, extend the term of the contract and increase compensation in an amount not to exceed $1,045,750.

The parties now want to modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective October 21, 2025, as follows:

1. Section 2, Time of Performance is modified to extend its term through December 31, 2026.

Signatures on following page.

Attachment: 5th Mod_Hailing & Associates [Revision 1] (10846 : 5th Mod with Haling & Associates)

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

HALING & ASSOCIATES

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Clerk

Attachment: 5th Mod_Hailing & Associates [Revision 1] (10846 : 5th Mod with Haling & Associates)

C20-218

Fourth Modification of Contract C13-024 for Surface/Storm Water and Soil & Landfill Gas Monitoring

This Fourth Modification of Contract C13-024 for Surface/Storm Water and Soil & Landfill Gas Monitoring is between County of Colusa (County), a political subdivision of the State of California, and Haling & Associates (Contractor).

Background

On February 22, 2013, the parties executed contract C13-024 to provide groundwater, surface water and methane landfill gas monitoring at Evans Road Landfill and Stonyford Landfill ("Contract").

On August 26, 2014, the parties executed a first modification (C14-189) to modify page 14 of Exhibit "A" by replacing sheets 1 and 2 and adding Tasks 1 and 2 of Exhibit "B" to the scope of work.

On January 9, 2018, the parties executed a second modification (C18-009) by modifying Section 1, Services to be Performed, to address the State's Water Board Waste Discharge Requirements. Section 3, Compensation was modified to increase the amount of compensation to a not to exceed amount of $711,500.

The parties now want to modify the Contract to add to the scope of work, extend the term and increase compensation.

Modification

The parties agree to modify the Contract effective December 15, 2020, as follows:

1. Section 1, Services to be Performed, of the contract is updated to replace Attachment "A" with services to be provided at Evans Road Landfill, Stonyford Landfill and Colusa County Airport.

2. Section 2, Time of Performance, of the contract is modified to extend the term of the contract through December 31, 2025.

3. Section 3, Compensation, of the contract is modified to increase the compensation by $317,750 from $728,000 to a total amount not to exceed $1,045,750.00 for the extended duration of the contract.

SIGNATURES FOLLOW ON PAGE 2

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

C20-218

COUNTY OF COLUSA

Date: 12/15/20

Denise J. Carter, Board Chair

HALING & ASSOCIATES

Date: 12/22/2020

Greg Haling, Owner

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

ATTACHMENT "A"

Haling & Associates
Engineers and Geologists

2540 Zanella Way Suite 40
Chico, California 95928
Phone: (530) 342-6958
Fax: (530) 342-2874

J#1081

November 12, 2020

Mr. Michael Azevedo
Public Works Department
Colusa County
1215 Market Street
Colusa, CA 95932

CONTRACT AMENDMENT: GROUNDWATER, SURFACE/STORM WATER, SOIL GAS & LANDFILL GAS MONITORING FOR EVANS ROAD LANDFILL, STONYFORD LANDFILL AND COLUSA COUNTY AIRPORT

Dear Mr. Azevedo:

In response to your request, Haling & Associates (H&A) is pleased to present our contract amendment with updated scope, schedule and budget to provide groundwater, surface/storm water, soil gas and landfill gas monitoring services at Evans Road Landfill (ERL) and Stonyford Landfill (SL), as well as surface/storm water monitoring at Colusa County Airport (CCA). The scope of work presented for ERL and SL is based upon the Central Valley Regional Water Quality Control Board (RWQCB), Monitoring and Reporting Program (MRP) R5-2017-0053 for ERL and R5-2014-0083 for SL. The scope of work presented for CCA is based upon the General Permit for Storm Water Associated with Industrial Activity Order 2014-0057-DWQ and the reports found on the Water Board's Storm Water Multiple Application & Reporting Tracking System (SMARTS) for the WDID # 5S06I001560. Surface/storm water is monitored and reported under the guidance of the United States Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) NO. CAS000001.

SCOPE OF WORK

The work described in this section is based on site conditions and client needs for ERL, SL and CCA starting in the first semester 2021 through the second semester 2025. H&A is amending provisions for equipment, labor, and materials necessary to complete monitoring and reporting as described below.

Groundwater depth measurement and landfill gas monitoring will be performed during each quarterly monitoring event, groundwater sampling will be performed on a semester basis, and surface water sampling will be performed on an as-requested/on-call basis as described herein. Leachate sampling is not anticipated and therefore scope and costs are not included in this proposal.

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

EVANS ROAD LANDFILL GROUNDWATER, SOIL GAS & LANDFILL GAS MONITORING

Background of Monitoring Activities at Evans Road Landfill

The ERL is a closed Class III landfill under the management of the Colusa County Department of Public Works. ERL is regulated under Waste Discharge Requirements (WDR) R5-2017-0053 and Storm Water Discharges Industrial General Permit Order NPDES NO. CAS000001 issued by the California RWQCB. ERL began operations in 1970 and consisted of one Class III landfill, three Class II surface impoundments, and one pesticide container disposal area (PCD-1). The project site is located approximately seven miles southwest of Williams, CA and consists of 123 acres.

ERL currently has eight groundwater monitoring wells (M-1A, M-1B, M-3A, M-4, M-5, M-6, M-7, and M-8), ranging in total depth from 115 feet (M-4) to 210 feet (M-8) below ground surface (bgs). There are currently four dual-completion soil gas monitoring wells at ERL (GW-1, GW-2, GW-3 and GW-4). Soil gas monitoring wells GW-1 and GW-2 each contain probes at ten and twenty feet bgs. Soil gas monitoring wells GW-3 and GW-4 each contain probes at ten and thirty feet bgs. There are currently seven landfill gas vents (V-1, V-2, V-3, V-4, V-5, V-6 and V-7) that constitute the ERL passive landfill gas extraction system. ERL surface water is monitored at three locations (SW-1, SW-2 and SW-3).

Groundwater Monitoring for Evans Road Landfill

The following groundwater monitoring activities are required for ERL:

- Quarterly measurements of groundwater elevations at all groundwater monitoring wells (M-1A, M-1B, M-3A, M-4, M-5, M-6, M-7, and M-8).
- Semi-annual groundwater sample collection at monitoring locations and analyses for field parameters (temperature, electrical conductivity, pH and turbidity) and monitoring parameters including total dissolved solids (TDS), chloride, sulfate, nitrate as nitrogen, sodium, magnesium, bicarbonate, carbonate, calcium, potassium and Volatile Organic Compounds (VOCs) (USEPA Method 8260B). It should be noted that according to the historical data (see Attachment A) out of the eight wells only four of the wells (M-3A, M-6, M-7 and M-8) have consistently held groundwater over the last five years.
- Every 2 ½ years sampling and analysis for chlorophenoxy herbicides (USEPA Method 8151A) and organophosphorus compounds (USEPA Method 8141A) is conducted for landfill unit PCD-1.
- 5-year constituents of concern (COCs) analysis include total organic carbon, dissolved inorganics, VOCs (USEPA Method 8260B extended list), semi-volatile organic compounds (SVOCs) (USEPA Method 8270C), Chlorophenoxy herbicides (USEPA Method 8151A) and organophosphorus compounds (USEPA Method 8141A). The last 5-year COCs sampling and analysis event was performed during the first semester 2018.

Soil Gas & Landfill Gas Monitoring for Evans Road Landfill:

The following landfill gas monitoring activities are required for ERL:

- Quarterly gas vent monitoring including atmospheric temperature, atmospheric pressure, methane, carbon dioxide, oxygen, remainder gas, vent pressure/vacuum, organic vapors

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

and prescreening for VOCs (USEPA Method TO-15) at gas vents V-1, V-2, V-3, V-4, V-5, V-6 and V-7.
- Semiannual soil gas well monitoring for methane, carbon dioxide, organic vapors and annual prescreen for VOCs (USEPA Method TO-15) at soil gas monitoring wells GW-1, GW-2, GW-3 and GW-4.
- VOC sampling and analysis is currently required for the ERL site on a yearly basis, if TOV limits are exceeded. Gas samples are prescreened to determine if laboratory analysis using USEPA Method TO-15 is required.

STONYFORD LANDFILL GROUNDWATER, SOIL GAS & LANDFILL GAS MONITORING

Background of Monitoring Activities at Stonyford Landfill

The SL is a Class III facility as defined by Title 27, California Code of Regulations, Sections 20240 through 20260, and is permitted to accept non-hazardous waste. The Colusa County Department of Public Works operates the landfill which is currently regulated under Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP) No. R5-2014-0083 and Storm Water Discharges Industrial General Permit Order NPDES NO. CAS000001 issued by the RWQCB.

SL currently has six monitoring wells (M-1A, M-1B, M-3, M-4, M-5, and M-6), ranging in total depth from 61 feet bgs (M-3) to 160 feet bgs (M-1B). There are currently four soil gas monitoring wells at SL (SGP-1, SGP-2, SGP-3 and SGP-4). There are currently six landfill gas vents (V-1, V-2, V-3, V-4, V-5 and V-6) that constitute the SL landfill gas extraction system. Surface water is monitored at three locations (S-1, S-2 and S-3) at SL.

Groundwater Monitoring for Stonyford Landfill:

The following groundwater monitoring activities are required for SL:

- Quarterly measurements of groundwater elevations at all groundwater monitoring wells (M-1A, M-1B, M-3, M-4, M-5, and M-6).
- Semi-annual groundwater sample collection at monitoring locations and analyses for field parameters (temperature, electrical conductivity, pH and turbidity) and monitoring parameters including TDS, chloride, sulfate, nitrate as nitrogen, sodium, magnesium, bicarbonate, carbonate, calcium, potassium and VOCs (USEPA Method 8260B). It should be noted that according to the historical data (see Attachment B) all six of the wells (M-1A, M-1B, M-3, M-4, M-5 and M-6) have consistently held groundwater in the last five years.
- The 5-year analysis includes total organic carbon, bicarbonate, calcium, carbonate, chloride, magnesium, nitrate as nitrogen, potassium, sodium, sulfate, TDS, VOCs (USEPA Method 8260B), dissolved inorganics, SVOCs (USEPA Method 8270D), chlorophenoxy herbicides (USEPA Method 8151A) and organophosphorous compounds (USEPA Method 8141A).

Soil Gas & Landfill Gas Monitoring for Stonyford Landfill:

The following landfill gas monitoring activities are required for SL:

- Quarterly gas vent monitoring for methane content at gas vents V-1, V-2, V-3, V-4, V-5 and V-6 and annual VOC prescreening.

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

- Semiannual soil pore gas well monitoring for methane, carbon dioxide, organic vapors and prescreening for VOCs (USEPA Method TO-15) at soil gas monitoring wells SGP-1, SGP-2, SGP-3 and SGP-4.
- VOC sampling and analysis is currently required for the ERL site on a yearly basis, if TOV limits are exceeded. Gas samples are prescreened to determine if laboratory analysis using USEPA Method TO-15 is required.

SURFACE WATER MONITORING FOR EVANS ROAD LANDFILL, STONYFORD LANDFILL AND COLUSA COUNTY AIRPORT

In addition to the WDRs, the NPDES Industrial Storm Water General Permit requires the collection of all storm water from discharge locations within four hours of discharge from the first qualifying storm event (QSE). The ERL and SL storm water samples need to be collected and analyzed from two QSEs within the first half of the reporting year (July 1 to December 31), and from two QSEs within the second half of the reporting year (January 1 to June 30).

The following surface water monitoring activities are required for ERL:

- Semi-annual surface/storm water sample collection at three existing ERL surface water monitoring locations (SW-1, SW-2 and SW-3), and analyses for electrical conductivity, pH, turbidity, flow to waters of U.S., TDS, carbonate, bicarbonate, chloride, nitrate as nitrogen, sulfate, calcium, magnesium, potassium, sodium, VOCs (USEPA Method 8260B).
- The NPDES permit for landfills requires analyzing for pH, conductivity, total organic carbon or oil and grease and total suspended solids (TSS).
- The 5-year analysis required includes total organic carbon, dissolved inorganics, VOCs (USEPA Method 8260B extended list), semi-volatile organic compounds (USEPA Method 8270C), chlorophenoxy herbicides (USEPA Method 8151A), and organophosphorous compounds (USEPA Method 8141A). Sampling and analyzing samples are scheduled to occur in approximately the first semester of 2021 and 2026, depending on area rainfall.

The following surface water monitoring activities are required for SL:

- Semi-annual surface/storm water sample collection at existing SL surface water monitoring locations (S-1, S-2 and S-3) for analysis of temperature, electrical conductivity, pH, turbidity, TDS, chloride, sulfate, nitrate as nitrogen and annual VOCs.
- The NPDES permit for landfills requires analyzing for pH, conductivity, total organic carbon or oil and grease and TSS.

The following surface water monitoring activities are required for CCA:

- Annual surface/storm water sample collection at existing CCA surface water monitoring locations (FCB1 and FBO1) for analysis of oil and grease, pH and TSS.
- Storm Water Discharges Industrial General Permit Order NPDES NO. CAS000001 requires a revision to the Stormwater Pollution Prevention Plan (SWPPP) whenever changes are made.

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

Reports Needed and Submitted for Evans Road Landfill and Stonyford Landfill

Summary reports of landfill gas, surface/storm water and groundwater monitoring activities will be submitted to the RWQCB for each landfill on a semi-annual basis. Semi-annual reports will include analysis of current data and overall trends in monitored parameters based on historical data. An annual report for each landfill describing landfill gas, surface/storm water, and groundwater monitoring activities will also be submitted to RWQCB as part of the 2nd semester reports during each year, providing an analysis of data collected during the previous two semesters.

Results for Colusa County Airport

CCA surface/storm water discharge results are required for submission to SMARTS for each surface/storm water monitoring event, including laboratory analysis of current data and site standard observations. In addition, the SWPPP for the CCA shall be updated and revised by H&A staff. The SWPPP will be uploaded for submission to SMARTS after completion.

Key Personnel

Principal Engineer/Project Manager	Mr. Greg Haling, P.E.
Senior Project Engineer	Mr. David Ivy, P.E.
Staff Engineer	Mr. Joseph McConnell
Staff Geologist	Ms. Emily Truscott

Mr. Haling is Principal Engineer and Owner of Haling & Associates with over 35 years of experience in water quality studies and control, wastewater collection and treatment, solid waste management, and hazardous waste site investigation and remediation. Mr. Haling has directed multi-site delivery order contracts for investigation, design, and remediation services. He is also experienced in facilities planning, design, the preparation of plans and specifications, and permitting for water distribution systems and wastewater collection systems. Mr. Haling has directed the design and implementation of numerous groundwater and surface water monitoring programs. Mr. Haling has served as the project manager for several local landfill monitoring programs, including Glenn County Landfill and two landfills located at Beale AFB. Mr. Haling has specific technical experience with the activities associated with landfill monitoring, as well as maintaining client compliance with various regulating agencies. He has a credible professional relationship with the Central Valley RWQCB and the Department of Toxic Substances Control (DTSC). His professional and community history will serve as a valuable asset in the successful completion of this project.

Mr. David Ivy is a senior Project Engineer at Haling & Associates with over 25 years of experience in general civil/site engineering in California. Mr. Ivy's broad experience includes the design of numerous residential and commercial sites from concept through completion, including feasibility studies, drainage studies and analyses, grading and erosion control plans, utility plans and wastewater treatment and disposal plans. His area of interest is in stormwater-related issues, and he has analyzed, modeled and designed treatment systems for small residential through large scale commercial developments. Currently serving as project manager for monitoring and reporting for numerous sites, including Stonyford and Evans Road Landfills, along with development of associated work plans such as the recent Preliminary Closure and Post-closure Maintenance Plan for the Stonyford facility.

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

Mr. Joseph McConnell is a staff engineer with Haling & Associates and is continuing his education as an engineering student. Mr. McConnell has a strong technical background and understanding of field equipment and procedures for sample collection, storage and shipment. His understanding of field conditions and the technical issues associated with sample collection and delivery to the analytical laboratory will provide additional quality assurance required for this project. Mr. McConnell is currently serving as field monitoring technician for the Stonyford and Evans Road Landfills.

Ms. Emily Truscott is a staff geologist with Haling & Associates. Ms. Truscott has experience in the areas of data analysis, technical research and writing, soil logging and field sampling. Ms. Truscott has an understanding of field procedures for sample collection and preservation. Her expertise will provide planning, analytical, and reporting support. Ms. Truscott is currently serving as field monitoring technician for the Stonyford and Evans Road Landfills.

This project team provides an extensive history of involvement with Colusa County with reliable proven service. This will prove to be a valuable asset in the preparation and presentation of results.

SCHEDULE

Table 1. is depicted as a sample of a typical anticipated schedule of events from the 1st semester 2021 through the 2nd semester 2025.

Surface water sampling will be performed as requested on-call basis for ERL, SL and CCA.

Table 1. COLUSA COUNTY LANDFILLS (ERL and SL)	
PROPOSED TYPICAL ANNUAL PROJECT SCHEDULE	
Description	**Target Completion**
1st Semester Sampling (groundwater, landfill gas)	January-June
Surface Water Sampling Event (when water present)	January-March
1st & 2nd Quarterly Monitoring (groundwater elevation, landfill gas)	January-March April-June
Submittal of Draft and Final First Semi-annual reports to Colusa County	July
2nd Semester Sampling (groundwater, landfill gas)	July-December
Surface Water Sampling Event (when water present)	October-March
3rd & 4th Quarterly Monitoring (groundwater elevation, landfill gas)	July-September October-December
Submittal of Draft and final Second Semi-annual reports to Colusa County	January

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

COST ESTIMATE

The following cost estimate is for the period of the first semester of 2021 through the second semester of 2025. This estimate is based on the requirements of groundwater monitoring, soil and landfill gas monitoring and surface/storm water services at ERL, SL, as well as the surface/storm water monitoring at CCA. The total cost for technical reports, quarterly, semi-annual and annual monitoring, laboratory analyzation and reporting is shown below. It should be noted that H&A utilizes FGL Environmental laboratory in Chico, California to conduct analysis of groundwater, surface water and gas monitoring samples.

As previously noted, according to the historical groundwater elevation data certain wells have consistently held groundwater in the last five years for ERL (M-3A, M-6, M-7 and M-8) and SL (M-1A, M-1B, M-3, M-4, M-5 and M-6). Our cost estimates are predicated on monitoring, sampling and analyzing only these wells.

H&A will provide the groundwater, soil and landfill gas monitoring and reporting services on a lump-sum per semester basis billed quarterly. The cost per semester are shown below along with specific event related costs:

	Semester	Evans Rd. Cost/Sem.	Stonyford Cost/Sem.	Notes
2021	1st	$10,300	$17,100	SL 5 Yr. GW
	2nd	$10,800	$11,400	
2022	1st	$11,500	$11,000	ERL 2.5 Yr. GW
	2nd	$10,800	$11,400	
2023	1st	$14,600	$11,000	ERL 5 Yr. GW
	2nd	$10,900	$11,500	
2024	1st	$10,500	$11,100	
	2nd	$12,100	$11,600	ERL 2.5 Yr. GW
2025	1st	$10,600	$11,200	
	2nd	$11,000	$11,700	

Above pricing is based on the recent historical average of 4 active wells at ERLF and 5 active wells at SL. Increases in the number of samples will necessiate a cost update.

	Event Cost
Soil Gas and Landfill Vent VOC Sampling	$600

Based on one sample per event

Soil Gas

Required when total organic vapors ≥ 50 ppmv

Landfill Vent Gas

Required when methane ≥ 40%
Or when total organic vapors ≥ 50 ppmv
Only required on the vent with the highest reading
and only once per year per vent.

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

	Event Cost
Stormwater Monitoring - Per Landfill Per Event	
Required twice before and twice after Jan. 1 when preceeded by 48 hours with no discharge	
Mobilization - No Sampling	$800
Semiannual Sampling	$4,100
Annual (Includes VOCs)	$4,400
Annual + 5yr Lab Cost Per Event	$6,300
Stormwater Monitoring - Airport Per Event	
Required once per year when preceeded by 48 hours with no discharge	
Mobilization - No Sampling	$700
Annual Sampling	$1,400
Airport Stormwater Pollution Prevention Plan Revision	$4,500
Fee shown is estimate. Invoiced on T&M basis.	

H&A will provide surface/storm water sampling services on an as-requested/on-call basis. If surface/storm water sample collection cannot be completed during regularly scheduled monitoring events due to lack of flow, H&A will attempt to collect samples on separate occasions as requested by Colusa County Public Works staff.

If you have any questions regarding the contents of this proposal, please do not hesitate to contact the undersigned at 530-342-6958. We look forward to continuing work with the County on this important project.

Sincerely,

HALING & ASSOCIATES

Gregory B. Haling, P.E.
Principal Engineer/Owner

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

Attachment: C20-218 4th Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

DPW 12/15/20

C19-212

Third Modification of Contract C13-024 for Groundwater, Surface/Storm Water and Landfill Gas Monitoring at the Evans Road and Stonyford Landfills to add Additional Responsibilities Regarding Indian/Bear Valley Fire Department's Well Closures

This Third Modification of Contract C13-024 for Groundwater, Surface/Storm Water and Landfill Gas Monitoring at the Evans Road and Stonyford Landfills is between Colusa County (County), a political subdivision of the State of California, and Haling and Associates (Contractor).

Background

On February 22, 2013, the parties entered into Contract C13-024 for Contractor to provide the County with groundwater, surface water, and methane landfill gas monitoring at the Evans Road Landfill and Stonyford Landfill.

On August 26, 2014, the parties executed a First Modification (C14-189) by modifying Page 14, of Exhibit "A" by replacing sheets 1 and 2 and by adding Tasks 1 and 2 of Exhibit "B" to the original scope of work.

On January 9, 2018, the parties executed a Second Modification (C18-009) by modifying Section 1, Services to be Performed to address the State's Water Board Waste Discharge Requirements and Section 3, Compensation, to increase the amount of compensation to a not to exceed amount of $711,500.

The parties now want to modify the Contract to add additional language to the services to be performed and increase the compensation.

Modification

The parties agree to modify the Contract effective December 19, 2019 as follows:

1. Section 1, Services to be Performed, of the Contract is modified to add the additional services regarding the destruction of the wells at the Indian/Bear Valley Fire Department Site located at 5122 East Park Road, Stonyford, Colusa County California as described in Exhibit "A" attached hereto and incorporated by reference.

2. Section 3, Compensation, of the Contract is modified to increase the compensation by an additional $16,500.

Attachment: C19-212 3rd Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

C19-212

COUNTY OF COLUSA

Date: 12/17/19

Kent S. Boes, Board Chair

HALING & ASSOCIATES

Date: 30 Dec 2019

Signature

Greg Haling, Owner

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C19-212 3rd Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

C19-212

EXHIBIT "A"
THIRD MODIFICATION TO CONTRACT C13-024

SCOPE OF WORK AND COMPENSATION

ADDING ADDITIONAL SERVICES RELATING TO THE CLOSURE OF WELLS AT THE INDIAN/BEAR VALLEY FIRE DEPARTMENT SITE LOCATED AT 5122 EAST PARK ROAD, STONYFORD, COLUSA COUNTY CALIFORNIA

I. *SCOPE OF WORK*

The contractor shall furnish the necessary labor and equipment to perform the following functions relating to the closure of the three monitoring wells and the domestic supply well at the Indian/Bear Valley Fire Department located at 5122 East Park Road, Stonyford, Colusa County California:

A. Pressure grout and remove top three to five feet of cover soil to destroy:

1. One five-inch well to a depth of sixty-three feet; and
2. Two four-inch wells to a depth of eleven feet.

B. Certify the closure of the fifty inch hand dug domestic to a depth of thirty feet. The County will supply materials/concrete and backhoe to perform the work.

C. Prepare and complete a well destruction report pursuant to the Regional Water Quality Board requirements.

D. The County will:

1. Obtain any site specific permits;
2. Locate and clearly mark underground installations or utilities;
3. Furnish underground construction Alert Numbers at least three working days prior to scheduled start date and verify the marking of private locating services; and
4. Ensure access to the site with no overhead wires within twenty feet of the monitoring wells' holes.

II. *COMPENSATION*

Compensation shall be on a time and material basis and not exceed sixteen-thousand and five-hundred dollars.

Attachment: C19-212 3rd Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

C 18-009

Second Modification of Contract C13-024 for Groundwater, Surface/Storm Water and Landfill Gas Monitoring at the Evans Road and Stonyford Landfills

This Second Modification of Contract C13-024 for Groundwater, Surface/Storm Water and Landfill Gas Monitoring at the Evans Road and Stonyford Landfills is between Colusa County (County), a political subdivision of the State of California, and Haling and Associates (Contractor).

Background

On February 22, 2013, the parties entered into Contract C13-024 for Contractor to provide the County with groundwater, surface water, and methane landfill gas monitoring at the Evans Road Landfill and Stonyford Landfill.

On August 26, 2014, the parties executed their First Modification by modifying Page 14, of Exhibit "A" by replacing sheets 1 and 2 and by adding Tasks 1 and 2 of Exhibit "B" to the original scope of work.

The parties now want to modify the Contract to additional language to the services to be performed and by increasing the compensation.

Modification

The parties agree to modify the Contract effective January 9, 2018 as follows:

1. Section 1, Services to be Performed, of the Contract is modified to add the language, "Ongoing technical assistance, infrastructure additions and monitoring required to address State Water Board Waste Discharge Requirement revisions as well as arbitrary assertions of groundwater contamination at Evans Road and Stonyford Landfills".

2. Section 3, Compensation, of the Contract is modified to increase the compensation from $468,300 to a not to exceed amount of $711,500.

COUNTY OF COLUSA

Date: 1/9/18

Gary J. Evans, Board Chair

HALING & ASSOCIATES

Date: 1/16/18

Signature

Greg Haling, Owner

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: C18-009 2nd Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

AMMENDMENT No.1
TO THE AGGREEMENT FOR PROFESSIONAL SERVICES
FOR GROUNDWATER, SURFACE/STORM WATER AND LANDFILL GAS MONITORING
AT THE EVANS ROAD AND STONYFORD LANDFILLS

This agreement is made by and between the County of Colusa, a political subdivision of the State of California (hereinafter called "County"), and Hailing and Associates of Chico, CA (hereinafter called "Contractor"). The parties agree as follows:

RELATIONSHIP OF THE PARTIES

The parties agree that the provisions of that certain agreement between them, dated February 22, 2013 Contract Number C13-024 shall **continue in effect except as modified below.** A copy of the original contract is attached hereto and incorporated herein by reference. All other provisions of the original agreement remain in full force and effect.

MODIFICATION

Item 1 Services to be performed is modified as follows:

1. Page 14 of Exhibit "A" shall be replaced with sheets 1 and 2 entitled: "Colusa County, Stonyford and Evans Road Landfills Effect of WDR/MRP R5-2014-0083 on Contract C13-024" Dated 22 July 2014.

2. Tasks 1 and 2 as described in Exhibit "B" dated 30 July 2014 are added to the original scope of work.

CONSTRUCTION

In the event of any conflict or inconsistency between the provisions of this modification agreement and the original contract, the provisions of this modification agreement shall control in all respects.

Executed at Colusa, California on August 26, 2014

County of Colusa

Kim Dolbow Vann, Board Chair

ATTEST:

Robert J. Muszar,
Clerk to the Board of Supervisors

Hailing and Associates

Greg Hailing, Principal Engineer

APPROVED AS TO FORM:

Marcos Kropf, County Counsel

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)



Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY
STONYFORD AND EVANS ROAD LANDFILLS
EFFECT OF WDR/MRP R5-2014-0083 ON CONTRACT C13-024
22 July 2014

The net effect of the combined modifications on the cost per semester is:

Cost of Semi-annual GW Monitoring and Sampling, Quarterly Depth to Water Measurements, Quarterly Soil Gas and Landfill Vents Monitoring*

		Evans Rd.	Stonyford	Combined ERL & SL
Year	Semester	Cost/Sem	Cost/Sem	Cost/Sem.
2014				
	2nd	$ 9,500	$ 12,200	$ 21,700
2015	1st	$ 9,000	$ 16,400	$ 25,400
	2nd	$ 9,500	$ 17,000	$ 26,500
2016	1st	$ 9,000	$ 20,200	$ 29,200
	2nd	$ 9,500	$ 12,600	$ 22,100
2017	1st	$ 9,500	$ 12,100	$ 21,600
	2nd	$ 10,000	$ 12,700	$ 22,700
2018	1st	$ 16,000	$ 12,200	$ 28,200
	2nd	$ 10,000	$ 12,700	$ 22,700
2019	1st	$ 9,500	$ 12,800	$ 22,300
	2nd	$ 10,000	$ 13,300	$ 23,300
2020	1st	$ 10,000	$ 12,800	$ 22,800
	2nd	$ 10,500	$ 13,400	$ 23,900

* See Pg. 2 for Stormwater, Soil Gas, and Landfill Gas sampling and lab analyses per event fees.

Scope Items Modified (Stonyford Only):

- Semi-Annual Groundwater Monitoring Requirements on Existing Wells
  - Added bicarbonate alkalinity
- 5 Year Groundwater Monitoring Requirements on Existing Wells (in 2016)
  - Took out pesticides and bromide
- One Year of Quarterly Monitoring on Two New Wells (in 2015)
  - Same requirements as semi-annual sampling
  - Plus general minerals and dissolved inorganics
- On-going Semi-Annual Monitoring on Two New Wells
  - Includes retiring MW-1A (not monitored)
- 5 Year Monitoring on Two New Wells
  - Also includes not sampling MW-1A
- Additional Soil Gas and Landfill Vent Monitoring
  - Soil Gas: Added total organic vapors
  - Landfill Gas: Added air flow, pressure, temperature, hydrogen sulfide, and total organic vapors
- Miscellaneous Additional Reporting Requirements
  - Piper diagram
  - Hydrographs for each well
- Fill area map
- Geotracker Upload Files Required on All Sampling

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY
STONYFORD AND EVANS ROAD LANDFILLS
EFFECT OF WDR/MRP R5-2014-0083 ON CONTRACT C13-024
22 July 2014

In addition, the following 'per event' items were added or modified:	New Per Event
• Soil Gas and Landfill Vent Sampling (Stonyford only).....	$800/sample
○ Soil Gas	
▪ Required when total organic vapors ≥ 50 ppbv	
○ Landfill Gas	
▪ Required when methane ≥ 40%	
▪ Or when total organic vapors ≥ 50 ppbv	
▪ Only required on the vent with the highest reading, and only once per year per vent.	
• Storm Water Sampling Per Location - Stonyford: now 3 locations	
○ Mobilization.....	$1,800/each
▪ Same for 0, 1, 2, or 3 samples collected	
○ Semi-Annual.....	$400/sample
▪ Includes NPDES requirements, total dissolved solids, and minerals	
○ Annual.....	$500/sample
▪ Adds volatile organic compounds	
○ 5 Year.....	$2,000/sample
▪ Took out total organic carbon, chemical oxygen demand, dissolved oxygen, oil and grease.	
▪ Retained dissolved inorganics.	
▪ Added general minerals, volatile organic compounds, semi-volatile organic compounds, chlorophenoxy herbicides, and organophosphorus compounds.	
• Storm Water Sampling Per Location - Evans: 2 locations	
○ Mobilization.....	$1,800/each
▪ Same for 0, 1, or 2 samples collected	
○ Semi-Annual.....	$500/sample
▪ Includes NPDES requirements, volatile organic compounds, total dissolved solids, and minerals	
○ 5 Year.....	$1,900/sample
▪ Includes total organic carbon, dissolved inorganics, volatile organic compounds, semi-volatile organic compounds, chlorophenoxy herbicides, and organophosphorus compounds.	

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

Exhibit B

Haling & Associates
Engineers and Geologists

166 Eaton Road, Suite B
Chico, California 95973
Phone: (530) 342-6958
Fax: (530) 342-2874

30 July 2014

Mr. Mike Azevedo
Colusa County Public Works Department
1215 Market Street
Colusa, CA 95932

PROPOSAL FOR INSTALLATION OF GROUNDWATER MONITORING WELL(S), STONYFORD LANDFILL

Dear Mr. Azevedo:

Haling & Associates (H&A) is pleased to submit this proposal to install up to (2) two new background monitoring wells at the Stonyford Landfill. This work is based on the new requirements specified in Regional Water Quality Control Board Order R5-2014-0083. A workplan will be prepared and approved prior to construction of the wells. The scope of work and costs are detailed below.

SCOPE OF WORK

H&A developed this proposal to provide Colusa County Public Works with monitoring well installation services, and preparation of a monitoring well installation report as an amendment to our existing contract C13-024. The scope of work is outlined in the following tasks:

Task 1 - Monitoring Well Installations

H&A will prepare and submit a monitoring well installation workplan by 15 September 2014 and subsequently schedule well installation in the fall 2014. For budgeting purposes, implementation of the work will consist of the following:

- A boring will be advanced with an air rotary casing hammer (ARCH) drill rig to maximum depth of 160 feet below ground surface (bgs). The boring will be logged by the Field Engineer/Geologist to determine soil classification and whether two distinct zones (shallow and deep) of groundwater exist. The boring may then be completed as a 2-inch diameter, schedule 80 PVC monitoring well. In the event that two groundwater zones are identified H&A will complete one additional well at a depth of 140 ft bgs. Details of the field work and decisions leading to completion of one or two wells will be provided in the workplan.
- The monitoring wells will be completed with monument style aboveground protective risers set in concrete.
- Drill cuttings will be spread onsite and development water will be discharged on the ground surface.
- Monitoring wells will be developed using a surge and bail method. For budgeting purposes, it is assumed development will not exceed 1 day.

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

- It is assumed that Colusa County Public Works will survey the tops of the monitoring well casings for location and elevation using previously established benchmark.
- Underground utilities located on-site will be marked for USA clearance prior to initiating field activities. H&A will not be responsible for the repair of unmarked or inaccurately marked underground utilities.

Task 2 - Report Preparation

The installation of the monitoring wells will be documented in a Monitoring Well Completion Report to be submitted by 31 January 2015. This report will include a description of drilling and subsurface characteristics, location and total depth of the monitoring wells, geologic boring logs, and well construction diagrams.

COST ESTIMATE

Haling & Associates proposes to perform the above scope of work on a lump sum basis for $57,800.00 in accordance with our existing contract. An approximate breakdown of costs is provided below:

Activity	*COST*
1. MW Installation workplan	$ 3,000
2. Drill and install one well to 160 feet bgs	$ 31,000
3. Drill and install one additional well to 140 feet bgs	$ 21,000*
4. MW Completion Report	$ 2,800
TOTAL COSTS	**$ 57,800**

* Second well is subject to findings on groundwater zones. If well is not necessary, these cost will not be incurred.

H&A can proceed with this work upon receipt of signed authorization to proceed/contract amendment from Colusa County. Drilling is expected to be completed by the end of November 2014.

H&A appreciates the opportunity to provide environmental services for Colusa County Public Works. The above costs are valid for a period of 30 days from the date of this letter. If you should have questions or comments regarding this letter or require additional information, please do not hesitate to contact the undersigned at (530) 342-6958.

Sincerely,
HALING & ASSOCIATES

Greg Haling, P.E.
Principal Engineer

P/H&A//921626/Colusa/Stonyford well install2014

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

Hailing & Associates

C14-189
9-9-14
DPW

Attachment: C14-189_1st Mod_ Hailing & Associates (10846 : 5th Mod with Haling & Associates)

AGENDA REQUEST

STAFF REPORT

C13-024

MEETING DATE: **February 19, 2013**

AGENDA TIME/PLACEMENT:
(TO BE ASSIGNED BY BOARD CLERK)

DEPARTMENT: **Public Waste/Solid Waste**

PREPARED BY: **Michael Azevedo**

RFA #: **13-024**

REVIEWED AND APPROVED BY: 2/1/201

AGENDA PLACEMENT: TIMED ITEM ☒ ESTIMATED TIME: NUMBERED ITEM ☐ CONSENT ITEM ☐

SUBJECT: Groundwater, Surface water, and methane gas monitoring at the Evans Road and Stonyford Landfills.

ACTION REQUESTED:
Approve Contract for groundwater, surface water, and methane landfill gas monitoring at the Evans Road Landfill and Stonyford Landfill, between the County of Colusa and Haling & Associates, in the amount not to exceed $410,500, effective February 19, 2013 through December 31, 2020, and authorize the Chairman to si

DETAILED DESCRIPTION/BACKGROUND OF REQUEST:
See attached memo.

PRIOR BOARD ACTION:
RFP's were issued at the November 13, 2012 BOS meeting.

2-25-13 Pending Haling & Assoc

FISCAL IMPACT/FUNDING SOURCE:

☐ General Fund Impact ☑ Budgeted ☐ Unbudgeted ☐ Contingency Request
☐ 4/5th Vote Required ☐ Grant ☐ Other

LIST OF ATTACHMENT(S):

☐ Letter(s) ☒ Certified Board Order (CBO) ☐ Policy Update ☐ Code Update ☐ New Contract
☐ Amending Or Modifying Contract No. ☐ Resolution ☐ Ordinance
☐ Proclamation ☐ Other

ACTION FOLLOWING APPROVAL/INSTRUCTIONS FOR CLERK: (Please make sure mailing address is current and correct)

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY

DEPARTMENT OF PUBLIC WORKS
1215 MARKET STREET
COLUSA, CALIFORNIA 95932
James A. Bell, Director
Phone (530) 458-0466 Fax (530) 458-2035

Memorandum To: Colusa County Board of Supervisors

CC:

From: Mike Azevedo

Date:

Subject: Ground Water , Surface Water, and Methane Gas Monitoring, Evans Road and Stonyford Landfills

At your November 13, 2012 meeting, your Board approved issuance of a Request for Proposals (RFP) to provide Ground Water Surface Water and Methane Gas Monitoring services, as required by the California Regional Water Quality Control Board and CalRecycle (formerly the California Integrated Waste Management Board). The solicitation closed on December 31, 2012, but was extended to January 2, 2013 due to the 31st being declared a County holiday after the solicitation being issued. 16 proposals were submitted and are on file with the Clerk of your Board:

Taber
Stratus Environmental
Hailing & Associates
Holdrege & Kull
Geocon
Conestoga-Rovers & Assoc.
Lawrence & Assoc
Cardno ATC
SCS Engineers
SOMA
EBA Engineering
Shaw
Dunn Environmental
HTA Science & Engineering
Applied Engineering & Geology
Geo-Logic Associates

The field of review was narrowed to five consultants for various reasons; such as distance from the facilities, completeness of proposal, and articulated understanding of the scope of the requested monitoring services. They are as follows:

Taber	$312,382.26
Hailing & Associates	$410,500.00
Holdrege & Kull	$317,558.00
Shaw	$279,285.00
Cardno ATC	$178,632.00

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Of these, Cardno ATC proposed cost estimate is over 50% lower than the other four proposals and was dropped from consideration as this proposal appeared to 'under represent' the cost of the requested monitoring.

The remaining four proposals exhibit extremely similar understanding of scope of the requested tasks and level of experience and qualifications. In fact, a detailed review of resumes indicates that staff currently employed by Holdrege Kull had been previously employed by Hailing and Associates; giving two firms 'on-site knowledge' of the Evans and Stonyford facilities as Hailing and Associates holds the current monitoring contract.

Given the equality of qualification, proposed cost of each proposal was evaluated. At first glance, there seems to be quite a disparity between estimated costs. However, a detailed review indicates that three of the firms, Taber, Holdrege & Kull, and Shaw, propose to perform surface water sampling simultaneously with groundwater monitoring. This is practically impossible. Surface water is seldom present and is only flows for an extremely short period of time when it is present. History has shown the surface water sampling requires a specifically timed site trip and in most cases multiple attempts to successfully collect a sample. Hailing & Associates is the only firm that has made a monetary provision in there estimate for this additional sampling effort.

Based on this analysis, Staff would recommend your Board retain Hailing & Associates to perform the required monitoring for the Evans Road and Stonyford Landfills.

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

CLERK OF THE BOARD OF SUPERVISORS

Kathleen Moran,
County Clerk
Yolanda Tirado,
Chief Board Clerk
Ann Nordyke,
Board Clerk

SUPERVISORS
Kim Dolbow
Vann, District I
Thomas A.
Indrieri, District II
Mark D. Marshall,
District III
Gary J. Evans,
District IV
Denise J. Carter,
District V, Chair
for 2013

February 25, 2013

Haling & Associates
166 Eaton Road, Suite B
Chico, CA 95973

RE: County Contract No.: C13-024

Dear Sir or Madam:

The Board of Supervisors at their meeting of February 22, 2013 approved the above mentioned contract. Enclosed you will find two originals for signature, please sign and return one original to the Clerk of the Board in the envelope provided.

Should have any questions please contract the Public Works Department at 530-458-0471.

Sincerely,

Ann Nordyke
Board Clerk
boardclerk@countyofcolusa.org

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

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY PUBLIC WORKS

CONTRACT FOR GROUND WATER, SURFACE WATER, AND METHANE LANDFILL GAS MONITORING AT EVANS ROAD LANDFILL AND STONYFORD LANDFILL

THIS AGREEMENT is made and entered into **February 19, 2013** by and between the County of Colusa, a political subdivision of the State of California ("County") and **Haling & Associates** ("Contractor").

1. **Services to Be Performed:** Contractor agrees at his/her own expense to furnish all equipment, labor and materials necessary to provide the County with groundwater, surface water, and methane landfill gas monitoring at the Evans Road Landfill and the Stonyford Landfill, as more specifically detailed in the attached Exhibit "A."

2. **Time of Performance:** This project shall begin on the date this agreement is signed and shall continue until all requested services are completed. Said services shall be completed no later than December 31, 2020. Contractor shall not be responsible for delays caused by factors beyond his/her control provided that approval for any extended time of performance has been first approved by the County.

3. **Compensation:** Compensation to be paid to Contractor shall be in accordance with the schedule set forth on Exhibit "A" attached hereto and incorporated by this reference, but shall not exceed $410,500. Any payment by County shall not be deemed a waiver of defects, even if such defects were known to the County at the time of payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Director of Public Works describing the work, the charge for the work, and date the work was performed. Contractor shall provide County a completed IRS form W-9 before payments will issue from County. The County will pay the invoice within 30 days of the receipt following normal claims handling procedures.

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

   Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

professional and/or trade standards.

Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. Contractor shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. **Contractors Books and Records:**

   a. 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, from the date of final payment to Contractor under this Agreement.

   b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement 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 Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement 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 the 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 Agreement.

   d. 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:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

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 Agreement; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Agreement. Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraphs 3 and 4 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

8. **Interest of Contractor:** Contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

   Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

   a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal agreement monitoring; and
   b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

9. **Indemnity and Liability:** The County shall not be liable for any damages or injuries caused, nor the costs or expense

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

incurred by the Contractor or its officers, employees and agents in the performance of any of contractor's duties under this agreement. Contractor agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) arising out of the performance of this Agreement to the extent caused by the negligent acts, errors or omissions of Contractor, except for any such claim arising out of the negligence or willful misconduct of the County, its officers, agents, employees or volunteers.

10. **Insurance:** Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, 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 his/her 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 the County at least thirty (30) days prior to such change.

b. **General Liability Coverage.** Contractor shall maintain commercial general liability insurance in an amount 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 Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Agreement and continue coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after expiration of this Agreement.

c. **Automobile Liability Coverage.** Contractor shall maintain

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

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 Agreement, 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. **Policy Endorsements.** All insurance(except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance:

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

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

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

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

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

vi. Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this agreement; and

vii. 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.

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

e. **Deductibles and Self-insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the 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 agreement, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Agreement.** Issuing a notice to proceed shall not waive the County's right to strictly enforce the insurance requirements of this Agreement.

11. Compliance with Laws:

a. **Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Agreement.

b. **Safety Training:**

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CALOSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Agreement shall require each subcontractor working with employees to comply with the requirements of this section.

c. **Child, Family and Spousal Support reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

d. **Nondiscrimination:**

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et.seq.), the Fair Employment Housing Act (California Government Code sections 12900, et.seq.) and regulations and guidelines issued pursuant thereto.

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

13. **Controlling Law Venue**: This Agreement 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 herein 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
1215 Market Street
Colusa, CA 95932
(530) 458-0466

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

If to Contractor: Haling & Associates
166 Eaton Road, Suite B
Chico, CA 95973
530-342-6958

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

16. **Amendments:** This Agreement 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 hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

18. **Effect of Refusal of Board of Supervisors to Enter Into Agreement.** It is understood and agreed by the parties that this Agreement is subject to the review and approval of the Colusa County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.

19. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the 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 Agreement shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor unless otherwise is required by law.

21. **Termination:** This Agreement may be terminated for the reasons stated below:

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

a. Immediately for cause if either party fails to perform its responsibilities under this Agreement, in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Agreement. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or be materially decreased during the term of this Agreement

22. **Time is of the Essence.** Time is of the essence for every provision in this Agreement.

23. **Partial Invalidity.** If any provision of this agreement 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, impaired or invalidated.

24. **Attachments:** All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Exhibit "A" - Proposal and Costs

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF COLUSA

Denise Carter, Chair
Board of Supervisors

HALING & ASSOCIATES

Contractor

APPROVED AS TO FORM:

John Ketelsen,
Interim County Counsel

ATTEST: KATHLEEN MORAN
County Clerk Recorder and ex-officio
Clerk to the Board of Supervisors

Deputy

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

" Exhibit A"

Haling & Associates
Engineers and Geologists

166 Eaton Road, Suite B
Chico, California 95973
Phone: (530) 342-6958
Fax: (530) 342-2874

RECEIVED
DEC 26 2012
Colusa County Public Works

December 21, 2012

Mr. Michael Azevedo
Public Works Department
Colusa County
1215 Market Street
Colusa, CA 95932

PROPOSAL: GROUNDWATER, SURFACE/STORM WATER, AND LANDFILL GAS MONITORING, EVANS ROAD AND STONYFORD LANDFILLS, COLUSA COUNTY, CALIFORNIA.

Dear Mr. Azevedo:

Haling & Associates (H&A) is pleased to present our proposal to provide groundwater, surface/storm water, and landfill gas monitoring services at Evans Road Landfill (ERL) and Stonyford Landfill (SL), located in Colusa County, California. The scope of work presented herein is based upon the Central Regional Water Quality Control Board, Monitoring and Reporting Program (MRP) R5-2002-0124 for ERL and 99-080 for SL and Colusa County's RFP.

H&A understands and can meet your specific needs for this project as demonstrated by our successful completion of the landfill work currently under contract with Colusa County. Our capable staff is ready to commit to this project, and ensure it is successfully completed in a timely and accurate manner with regulatory commitments satisfied.

If you have any questions regarding the contents of this proposal, please do not hesitate to contact the undersigned at 530-342-6958. We look forward to continuing work with the County on this important project.

Sincerely,

HALING & ASSOCIATES

Gregory B. Haling, P.E.
Principal Engineer/Owner

Enclosure(s): Proposal (2 copies)

P:/H&A/921626/ColusaCounty/Proposal

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

PROPOSAL FOR

GROUNDWATER, SURFACE/STORMWATER AND LANDFILL GAS MONITORING EVANS ROAD AND STONYFORD LANDFILLS

Prepared for:

COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS
1215 Market Street
Colusa, California 95932

Prepared by:

Haling & Associates
166 Eaton Road, Suite B
Chico, California 95973

December 21, 2012

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

TABLE OF CONTENTS

FIRM'S EXPERIENCE AND SERVICES 1
- BACKGROUND AND EXPERIENCE 1
- TEAM ACCESSIBILITY & CONTRACTOR SERVICES 1
- SOLID WASTE MANAGEMENT EXPERIENCE 1
- SITE ASSESSMENT AND INVESTIGATION EXPERIENCE 3
- WASTEWATER SYSTEMS AND TREATMENT EXPERIENCE 4
- INDUSTRIAL FACILITIES EXPERIENCE 5

STATEMENT OF WORK 6
- PROJECT UNDERSTANDING 6
- EVANS ROAD LANDFILL GROUNDWATER AND LANDFILL GAS MONITORING 6
- STONYFORD LANDFILL GROUNDWATER AND LANDFILL GAS MONITORING 7
- SURFACE WATER MONITORING FOR ERL AND SL 8
- REPORTING FOR EVANS ROAD LANDFILL AND STONYFORD LANDFILL 9
- GENERAL PROJECT AND FIELD PROCEDURES 9
- PRE-SAMPLING PREPARATION 9
- FIELD SAMPLING PROCEDURES 9
- REPORTING PROCEDURES 10
- KEY PERSONNEL 10

PROJECT MANAGEMENT PLAN 12
- TEAM RESPONSIBILITIES 12
- SCHEDULING 13

COST 14

ATTACHMENTS

Attachment A — Colusa County Landfills Past and Projected 5-Yr Monitoring Requirements Using Present Sampling Schedule

Attachment B — Colusa County Landfills Past and Projected 5-Yr Monitoring Requirements Using Re-standardized Sampling Schedule

Attachment C — Colusa County Landfills Projected Monitoring Requirements and Associated Costs for 2013 Through 2020

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

The information contained on each page of this document which has been stamped with the legend 'COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES' is confidential and proprietary information which constitutes a trade secret of HALING & ASSOCIATES. HALING & ASSOCIATES asserts a business confidentiality claim covering all data and information contained on each page of this document bearing the legend. No such data or information shall be disclosed outside of the agency to which this document has been submitted, or be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this document.

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

FIRM'S EXPERIENCE AND SERVICES

BACKGROUND AND EXPERIENCE

Our primary goal at Haling and Associates (H&A) is to provide our clients with simple cost-effective solutions for complex environmental issues. Haling & Associates has worked with local, state, and federal agencies for over 25 years, providing a full service environmental engineering approach.

Our firm specializes in environmental engineering and project management services for solid waste landfills, groundwater monitoring and regulatory compliance, vadose zone monitoring, air quality monitoring, groundwater remediation installation and design, wastewater collection and treatment, and related engineering services.

We strive to consistently assist our clients in meeting their environmental obligations in an effective and economical manner. H&A is committed to environmental excellence, and has the insight, personnel, and ability to address competing priorities, shrinking budgets, and the ever-changing regulatory environment.

TEAM ACCESSIBILITY & CONTRACTOR SERVICES

Our Chico, California office is fully staffed with personnel and expertise in the fields of civil and environmental engineering, geology, and environmental science. Our staff is available to conduct investigations of groundwater, surface water, soil, soil gas, soil liquid, and a multitude of other environmental issues. We regularly deal with regulatory and permitting matters, prepare technical documents, including landfill final closure and postclosure maintenance plans, landfill leachate management plans, and landfill methane gas management plans. Our local accessibility provides clients with a unique opportunity to hire a responsive environmental contractor that will be able to fulfill their unique and important needs.

H&A has significant experience providing landfill monitoring services for clients located in Northern California. Specific services that we have provided directly to our clients include:

SOLID WASTE MANAGEMENT EXPERIENCE

H&A has provided landfill planning and environmental monitoring services for the Evans Road sanitary landfill (ERL) and Stonyford Landfill (SL) for approximately 9 years. Recent regulatory compliance requirements at ERL have been under the directives specified in CRWQCB WDR Order No. R5-2002-0124. Recent regulatory compliance requirements at Stonyford Landfill (SL) have been under the directives specified in CRWQCB Waste Discharge Requirements order No. 99-080. Environmental services provided by H&A at ERL and/or SL include: preparation of monitoring reports, preparation of work plans, preparation of sampling and analysis plan, preparation of various other technical documents, groundwater monitoring and sampling, surface water monitoring and sampling, soil gas monitoring and sampling, storm water

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

compliance, monitoring well installation and design, establishment and monitoring of water quality protection standards, statistical comparison of groundwater parameters for up-gradient and down-gradient monitoring wells.

The following are examples of several other H&A solid waste projects that are in progress, or were recently concluded:

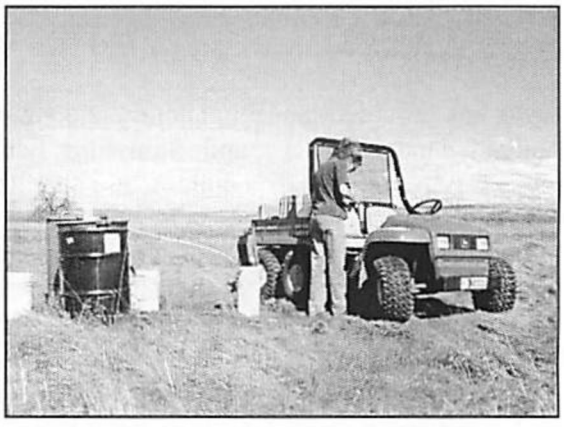
Glenn County Sanitary Landfill, Artois, CA
Contact: Mr. John Linhart, Director, (530) 934-6541

H&A has provided landfill planning and environmental monitoring services for the Glenn County Sanitary Landfill (GCLF) for approximately 18 years. Recent regulatory compliance requirements at GCLF are under the directives specified in California Regional Water Quality Control Board (CRWQCB) Waste Discharge Requirements (WDR) Order No. 95-161 and Order No. R5-2006-0119. Environmental services provided by H&A at GCLF include: preparation of preliminary closure/post-closure maintenance plan, preparation of monitoring reports, preparation of work plans, preparation of sampling and analysis plans, preparation of methane gas management plan, preparation of engineering feasibility analysis for methane gas management, waste-to-energy analyses, preparation of water quality protection standard report, preparation of various other technical documents, groundwater monitoring/sampling, surface water monitoring and sampling, soil gas monitoring and sampling, soil liquid monitoring and sampling, leachate monitoring and sampling, GPS surveying, storm water compliance, monitoring well installation and design, field sampling, and intra-well statistical analysis of monitoring parameters and constituent of concern.

Our first-hand knowledge and experience at the GCLF site, combined with our skills and expertise in environmental engineering, geology, and environmental science make our staff uniquely qualified to address the regulatory requirements for Glenn County Landfill.

Beale Air Force Base (AFB) Sanitary Landfills 2 & 3, Marysville, CA
Contact: Ms. Jamie Visinoni, Landfill Manager, (530) 634-4451

H&A has provided landfill planning and environmental monitoring services for two sanitary landfill sites at Beale Air Force Base (AFB) for approximately 15 years. Recent regulatory compliance requirements at Beale Landfills 2 & 3 have been under the directives specified in CRWQCB WDR Order No. 96-105 and Order No. R5-2006-0074. Environmental services provided by H&A at Beale AFB include: preparation of preliminary closure/postclosure maintenance plans, preparation of monitoring reports, preparation of work plans, preparation of engineering feasibility analysis for methane gas management, preparation of methane gas management plan, preparation of various other technical documents, storm water compliance,



COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

monitoring well installation and design, GPS surveying, establishment and monitoring of water quality protection standards, groundwater monitoring and sampling, surface water monitoring and sampling, soil gas monitoring and sampling, soil liquid monitoring and sampling, leachate monitoring and sampling, statistical comparison of groundwater parameters for up-gradient and down-gradient monitoring wells.

SITE ASSESSMENT AND INVESTIGATION EXPERIENCE

H&A is experienced in the development and execution of site investigations for the purpose of:

- Confirming or refuting the suspected release of contaminants into the environment;
- Quantifying the magnitude and extent of any release;
- Ascertaining the true risk to public health and the environment; and
- Developing cost-effective remedial actions.

We have performed site investigations under numerous regulatory initiatives. These investigations involved the following services:

Sampling and Analysis

H&A has conducted field investigations at hazardous waste sites throughout Northern California, and our firm is expert in all phases of the site assessment/investigation process. We have conducted detailed searches, reviews, and compilation of site-related data; conducted initial site visits to observe the physical condition of sites; assessed the type and quantity of hazardous substances at a site; predicted potential routes of contaminant migration and the potential effects of contaminants on downgradient receptors; identified data gaps to be addressed in order to fully characterize sites; developed site health and safety plans and work plans for all field activities for use in the preliminary site inspection; and performed site inspections to obtain additional data on the type and extent of environmental contamination. Data gathered during initial field investigation programs are used to develop site reports that form the basis for scoping remedial investigation/feasibility study work plans and that are used to assess the need for response actions.



The specific areas of service that H&A provides for field investigations include:

Groundwater Monitoring Well Installation, Sampling, and Analysis

H&A provides the expertise to implement and manage groundwater studies to assess the threat of contamination and to trace the movement of contaminants. Our staff is experienced in the design and implementation of field studies, including the sampling of groundwater monitoring wells, and data analysis using computer modeling programs and statistical methods. In addition, our

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

staff includes personnel with experience in groundwater monitoring well and lysimeter design and installation, subsurface remote sensing, fractured bedrock analysis, and seismic profiling.

Soil and Soil Gas Sampling and Analysis

In the area of soil investigations, H&A has experience with the identification, excavation, treatment, and proper disposal of contaminated soil. Our staff develops and can carry out site sampling and analysis activities and is experienced with the characterization of contaminated soils. H&A also provides considerable expertise in conducting soil gas surveys at hazardous waste sites. Our work has included the installation and monitoring of soil gas probes.

Surface Water Sampling and Analysis

H&A provides a comprehensive range of services for the sampling and analysis of surface waters. We have successfully undertaken programs involving the sampling and analysis of leachate and surface water to establish potential threats to the environment and human health.

Vadose Zone Monitoring

H&A is a leader in the characterization of the vadose zone and has developed monitoring strategies, implemented innovative field investigation techniques, and operated long-term monitoring programs.

WASTEWATER SYSTEMS AND TREATMENT EXPERIENCE

H&A has worked with municipalities, regional agencies, and other public and private clients throughout Northern California for over 20 years, providing a full service approach for the development, management, design, construction, operation and maintenance of public utility systems. H&A has provided these services for wastewater collection and treatment, water supply, and solid waste management entities.

Our firm has served a wide range of governmental entities, including Siskiyou County, City of Mt. Shasta, Paradise Unified School District, City of Yreka, and City of Oroville, Brassfield Estate Winery on projects related to the design and construction of wastewater collection and infrastructure systems. Projects have included both new wastewater collection and storm drainage systems, as well as the rehabilitation of existing facilities; the latter including the company's infiltration/inflow (I/I) studies and sewer system evaluation surveys (SSES). The H&A staff are familiar with trenchless or "no dig" sewer construction techniques that may be more appropriate than traditional open cut methods for busy urban settings or in environmentally sensitive areas.

The following describes a recent wastewater collection and treatment system H&A designed and provided engineering oversight for construction and quality assurance:

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Packet Pg. 197

Brassfield Estates Winery
Contact: Kevin Robinson, (707) 998-1895

H&A, along with our teaming partner, Metcalf & Eddy (now AECOM), provided design and construction management services for wastewater collection and treatment of Brassfield Estates Winery process wastewater. In order to establish a cost-effective solution with respect to water quality and future expansion, the new design was an activated sludge treatment system with reclaimed water for irrigation purposes. This system consists of two aeration ponds operating in series, followed by a clarifier, with discharge to irrigation fields. A fraction of the activated sludge (mixed liquor suspended solids) from the clarifier was returned to the aeration ponds. The solids within the ponds remains suspended, allowing nearly all solids to be collected by the clarifier. The two-pond system provides redundancy and operational flexibility to address seasonal flow variations and rain water storage. This arrangement allows both ponds to be utilized during maximum-flow and loading periods, while during off-season flows, one pond can be isolated and employed. The new system was approved by the RWQCB through the issuance of WDRs.

INDUSTRIAL FACILITIES EXPERIENCE

H&A personnel possess experience in all facets of industrial waste permitting, design and development. Our projects have involved a variety of manufacturing operations and treatment processes. Specific areas of expertise include industrial design, pilot plants, organic removal, waste characterization, treatability studies, heavy metals removal, and regulatory assistance. H&A's staff keeps current with technological advances in both equipment design and treatment processes, enabling the firm to analyze specific treatment needs and to provide cost-effective and proven solutions.

Waste Treatment

A multi-disciplined approach is used to ensure that a comprehensive solution is implemented. Our personnel, with knowledge in industrial processing, identify sources and boundaries of contamination, isolate waste streams, and use on-site measurements to develop design criteria. H&A provides a full complement of sophisticated field equipment available for these purposes.

WREX Products, Inc., Chico, CA
Contact: Wayne Mullen, Safety Manager, (530) 893-3838

H&A assisted WREX Products, Inc. (WREX) with their industrial pretreatment compliance issues. Based on our knowledge of the Federal Industrial Pretreatment Program, we provided assessment services to determine the categorical classification of WREX's various production processes, and then developed production based categorical discharge limits for their die casting operations. The categorical discharge limits were developed in accordance with their Industrial User Permit issued by the City of Chico, and applicable state and federal regulations.

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

H&A's recent experience working with industrial and government clients demonstrates the scope, depth, and competence of our personnel in providing quality, cost-effective professional environmental services, ranging from preliminary assessments, remedial, investigations, feasibility studies, remedial design, permitting, construction support, and regulatory compliance/negotiation.

STATEMENT OF WORK

PROJECT UNDERSTANDING

The proposed Work Plan described in this section is based upon the site conditions and client needs for ERL and SL over the 1st semester 2013 through the 2nd semester 2020 timeframe. H&A is proposing to provide equipment, labor, and materials necessary to complete monitoring and reporting for ERL and SL as described below. Groundwater depth measurement and landfill gas monitoring will be performed during each quarterly monitoring event, groundwater sampling will performed on a semester basis, and surface water sampling will be performed as requested on-call basis (nominally twice annually), as described in this section.

EVANS ROAD LANDFILL GROUNDWATER AND LANDFILL GAS MONITORING

Background of Monitoring Activities at Evans Road Landfill

The ERL is a closed Class III landfill under the management of the Colusa County Department of Public Works. ERL is regulated under Waste Discharge Requirements (WDR) R5-2002-0124 and Water Quality Order 97-03-DWQ issued by the California Regional Water Quality Control Board (RWQCB). ERL began operations in 1970 and consisted of one Class III landfill, three Class II surface impoundments, and one pesticide container disposal area. The project site is located approximately seven miles southwest of Williams, CA and consists of 123 acres.

ERL currently has five monitoring wells, ranging in total depth from 115 feet (M-4) to 172 feet (M-1A) below ground surface (bgs). There are currently four dual-completion soil gas monitoring wells at ERL (GW-1 through GW-4). Soil gas monitoring wells GW-1 and GW-2 each contain probes at ten and twenty feet bgs. Soil gas monitoring wells GW-3 and GW-4 each contain probes at ten and thirty feet bgs. There are currently seven landfill gas vents (V-1 through V-7) that constitute the ERL passive landfill gas extraction system. Surface water is monitored at two locations (S-1 and S-2) at ERL.

Groundwater Monitoring for Evans Road Landfill:

The following groundwater monitoring activities are required for ERL:

- Quarterly measurements of groundwater elevations at all groundwater monitoring wells (M-1A, M-1B, M-3A, M-4, and M-5);
- Semi-annual groundwater sample collection at existing monitoring locations and analyses for temperature, electrical conductivity, pH, turbidity, TDS, bicarbonate, chloride, nitrate as nitrogen, sulfate, magnesium, sodium, and VOCs (USEPA Method 8260B); and

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

- The 5-year analysis includes total organic carbon, dissolved inorganics, VOCs (USEPA Method 8260B extended list), semi-volatile organic compounds (USEPA Method 8270C), chlorophenoxy herbicides (USEPA Method 8151A), and organophosphorous compounds (USEPA Method 8141A). The present monitoring schedule for the 5-year tests, projected through the proposed contract timeframe, is illustrated in Attachment A. This schedule calls for tests at various wells to be scattered throughout the contract period. This method of scheduling is prone to error and makes interpretation of the results difficult. For this reason it is discouraged by the RWQCB. It is therefore proposed that the 5 year test schedule be re-standardized beginning in the first semester of 2013. This new schedule is illustrated in Attachment B. It can be seen by comparing these two figures that the total 5-Yr monitoring tests required for ERL during the contract period would be exactly the same with either method (10 wells total).

Landfill Gas Monitoring for Evans Road Landfill:

The following landfill gas monitoring activities are required for ERL:

- Quarterly gas vent monitoring for methane content at gas vents V-1 through V-7; and
- Quarterly soil gas monitoring well monitoring for methane content at soil gas monitoring wells GW-1 through GW-4.

STONYFORD LANDFILL GROUNDWATER AND LANDFILL GAS MONITORING

Background of Monitoring Activities at Stonyford Landfill

The SL is a Class III facility as defined by Title 27, California Code of Regulations, Sections 20240 through 20260, and is permitted to accept non-hazardous waste. The Colusa County Department of Public Works operates the landfill which is currently regulated under Waste Discharge Requirements (WDR) 99-080 and Water Quality Order 97-03-DWQ issued by the RWQCB.

SL currently has five monitoring wells (M-1A, M-3, M-4, M-5, and M-6), ranging in total depth from 61 feet bgs (M-3) to 115 feet bgs (M-1A). There are currently six landfill gas vents (V-1 through V-6) that constitute the SL landfill gas extraction system. Surface water is monitored at two locations (S-1 and S-2) at SL.

Groundwater Monitoring for Stonyford Landfill:

The following groundwater monitoring activities are required for SL:

- Quarterly measurements of groundwater elevations at all groundwater monitoring wells (M-1A, M-3, M-4, M-5, and M-6);
- Semi-annual groundwater sample collection at existing monitoring locations and analyses of temperature, electrical conductivity, pH, turbidity, chloride, nitrate as nitrogen, sulfate, TDS, and VOCs (USEPA Method 8260B);

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

- The 5-year analysis includes total organic carbon, total alkalinity, bromide, semi-volatile organic compounds (USEPA Method 8270C), dissolved inorganics, carbonate, bicarbonate, organochlorine pesticides (USEPA8081A), polychlorinated biphenyls (USEPA 8082), chlorophenoxy herbicides (USEPA Method 8151A), and organophosphorous compounds (USEPA Method 8141A). Following the present monitoring schedule (see Attachement A) would result in 5 wells being tested for dissolved inorganics and 7 wells for the remaining constituents of concern (COC's) for the SL during the period of the contract. This testing would be scattered throughout the contract period with the resulting problems discussed in the ERL section above. Since the SL groundwater dissolved inorganic analyses were just performed during the first semester of 2012, re-standardizing the 5 year schedule in 2013 would result in duplicating these tests during the contract period. It is therefore proposed that this site be re-standardized on the first semester of 2016 (see Attachment B) which would result in exactly the same number of test being performed over the period of the proposed contract as would be done using the present scheduling method.

Landfill Gas Monitoring for Stonyford Landfill:

The following landfill gas monitoring activities are required for SL:

- Quarterly gas vent monitoring for methane content at gas vents V-1 through V-6; and
- Quarterly soil gas monitoring well monitoring for methane content at soil gas monitoring wells SGP-1 through SGP -4.

SURFACE WATER MONITORING FOR ERL AND SL

The following surface water monitoring activities are required for ERL:

- Semi-annual surface/storm water sample collection at two existing ERL surface water monitoring locations (S-1 and S-2), and analyses for temperature, electrical conductivity, pH, turbidity, TDS, bicarbonate, chloride, nitrate as nitrogen, sulfate, magnesium, sodium, VOCs (USEPA Method 8260B). In addition, the National Pollutant Discharge Elimination System (NPDES) permit for landfills requires analyzing for total organic carbon, total suspended solids, and total iron.
- The 5-year analysis required includes total organic carbon, dissolved inorganics, VOCs (USEPA Method 8260B extended list), semi-volatile organic compounds (USEPA Method 8270C), chlorophenoxy herbicides (USEPA Method 8151A), and organophosphorous compounds (USEPA Method 8141A). These tests would be scheduled to occur in approximately the first semesters of 2013 and 2018 (see Attachment B), depending on area rainfall.

The following surface water monitoring activities are required for SL:

- Semi-annual surface/storm water sample collection at existing SL surface water monitoring locations (S-1 and S-2) for analysis of temperature, electrical conductivity, pH, turbidity, total suspended solids (USEPA 160.2), TDS (USEPA 160.1), chloride, nitrate as nitrogen, sulfate. In addition, the National Pollutant Discharge Elimination

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

System (NPDES) permit for landfills requires analyizing for total organic carbon, total suspended solids, and total iron.

- One-time analysis for 5-year COCs (see Attachment B) including total organic carbon, carbonate, bicarbonate alkalinity, chemical oxygen demand, dissolved oxygen, oil and grease (USEPA 5520/1664), dissolved inorganics.

REPORTING FOR EVANS ROAD LANDFILL AND STONYFORD LANDFILL

Three hard copies and one digital copy of summary reports for both ERL and SL are required for submission to Colusa County Environmental Health via Public Works (CCEH), and the Regional Water Quality Control Board (RWQCB) for each surface/storm water and groundwater monitoring event. Summary reports of landfill gas, surface/storm water and groundwater monitoring activities will be submitted for each landfill on a semi-annual basis. Semi-annual reports will include analysis of current data and overall trends in monitored parameters based on historical data. An annual report for each landfill describing landfill gas, surface/storm water, and groundwater monitoring activities will also be submitted to CCEH and RWQCB as part of the 2nd semester reports during each year, providing an analysis of data collected during the previous two semesters.

GENERAL PROJECT AND FIELD PROCEDURES

H&A employs specific procedures when conducting environmental monitoring activities in order to ensure optimal services to the client. H&A will include these procedures in order to complete the tasks identified in the Project Understanding. These procedures are highlighted below for your review.

Pre-Sampling Preparation

- H&A personnel will prepare bottle orders and schedule sample exchange with laboratory personnel well in advance of semi-annual and quarterly monitoring activities.
- H&A personnel will be supplied with accurate, precise, calibrated field instruments designed to collect measurements required for the monitoring activities at ERL and SL. Field instruments will be tested and calibrated prior to each sampling event. Personnel will carry back-up supplies (i.e., batteries, tubing, bailers) for unanticipated circumstances.
- H&A staff maintains a shared monthly office calendar for coordinated scheduling and preparation of field sampling and reporting activities.

Field Sampling Procedures

- Sampling of field parameters during landfill monitoring activities will be conducted according to standard industry procedures. Groundwater samples will be collected after a minimum of three casing volumes have been purged and groundwater quality field parameters (i.e., temperature, pH, and electrical conductivity) have stabilized. Purging will be completed using a submersible pump; following purge, groundwater samples will be collected using disposable bailers. Samples will be collected in laboratory-supplied

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

containers and held at 4°C prior to and during transfer to the analytical laboratory. For QA/QC purposes, a blind field duplicate will be collected from one well during each semi-annual monitoring event. The field duplicate will be analyzed for VOCs only. Groundwater elevations will be measured to the nearest hundredth of a foot. Soil gas measurements will be made after a minimum of three probe volumes have been purged or after soil gas probes have been purged for a minimum of two minutes at one standard cubic foot per minute. Purge calculations will be based on the flow rate of the pump.

- H&A will ship all samples daily to a California state-certified laboratory under standard chain-of-custody documentation. H&A will confirm the safe and timely arrival of the samples with the selected analytical laboratory.

Reporting Procedures

H&A will compile field data and laboratory data into summary tables for inclusion into semi-annual and annual reports for ERL and SL. During each year, semi-annual summary reports will be submitted for each landfill following completion of first semester monitoring activities, and a second semester summary report and annual summary will be submitted following completion of second semester monitoring activities. Appropriate statistical analyses will be completed for evaluation of groundwater degradation. Groundwater elevations will be used to calculate flow direction and gradient for inclusion into each semi-annual report. Quarterly vadose zone and groundwater elevation monitoring results for ERL will accompany semi-annual reports.

A draft report will be submitted to Colusa County for review and comments no later than two weeks prior to final submittal of the semi-annual or annual report. Following reception of questions and/or comments from Colusa County, H&A will prepare a final semi-annual report for submittal to the necessary agencies. All summary reports (i.e., semi-annual and annual) shall be submitted following an established schedule to be determined upon contract approval.

KEY PERSONNEL

Principal Engineer/Project Manager	Mr. Greg Haling, P.E.
Project Engineer	Mr. David Ivy, P.E.
Staff Technician	Mr. Brent Haling
Hydrogeologist	Ms. Christine Brown

Mr. Haling is Principal Engineer and Owner of Haling & Associates with over 20 years of experience in water quality studies and control, wastewater collection and treatment, solid waste management, and hazardous waste site investigation and remediation. Mr. Haling has directed multi-site delivery order contracts for investigation, design, and remediation services. He has conducted environmental studies, remedial investigations, feasibility studies, and directed remedial actions for sites contaminated by chlorophenolic wood preservatives, dioxins, petroleum hydrocarbons, arsenic, chlorinated solvents, and metal plating wastes. He is also experienced in facilities planning, design, the preparation of plans and specifications, and permitting for water distribution systems and wastewater collection systems. Mr. Haling has directed the design and implementation of numerous groundwater and surface water monitoring programs. Mr. Haling has served as the project manager for several local landfill monitoring programs, including Glenn County Landfill and two landfills located at Beale AFB. Mr. Haling has specific technical experience with the activities associated with landfill monitoring, as well

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Packet Pg. 203

as maintaining client compliance with various regulating agencies. He has a credible professional relationship with the Central Valley RWQCB and the Department of Toxic Substances Control (DTSC). His professional and community history will serve as a valuable asset in the successful completion of this project.

Mr. David Ivy is a senior Project Engineer at Haling & Associates with over 20 years of experience in general civil/site engineering in California. His broad experience includes the design of numerous residential and commercial sites from concept through completion, including feasibility studies, drainage studies and analyses, grading and erosion control plans, utility plans and wastewater treatment and disposal plans. His area of interest is in stormwater-related issues, and he has analyzed, modeled and designed treatment systems for small residential through large scale commercial developments. Currently serving as project manager for monitoring and reporting for numerous sites, including Stonyford and Evans Road Landfills, along with development of associated work plans such as the recent Preliminary Closure and Postclosure Maintenance Plan for the Stonyford facility.

Mr. Brent Haling is a staff technician with Haling & Associates (H&A) in Chico, California. Mr. Haling has a strong technical background and understanding of field equipment and procedures for sample collection, storage and shipment. Mr. Haling has been with H&A for 2 years and worked in the field of environmental services. His understanding of field conditions and the technical issues associated with sample collection and delivery to the analytical laboratory will provide additional quality assurance required for this project. Currently serving as field monitoring technician for the Stonyford and Evans Road Landfills.

Ms. Brown is a hydro-geologist working on a contract basis with H&A. Ms. Brown has experience in civil and environmental engineering and science. Ms. Brown routinely completes analytical and reporting tasks for a variety of projects. She has experience working on solid waste and water issues including landfill monitoring and assessment, leachate management, methane management, landfill design and closure, and surface water and groundwater assessment and modeling. Specifically, Ms. Brown has experience in the areas of land development, data analysis (including statistical analyses), technical research and writing, soil logging and drilling, remediation services (including sites contaminated by petroleum hydrocarbons, mine wastes, and arsenic), spec writing, Phase I environmental assessments, and field sampling. Ms. Brown will provide planning, analytical, and reporting support through all phases of the proposed project on an as-needed basis.

This project team provides an extensive history of involvement with Colusa County with reliable proven service. This will prove to be a valuable asset in the preparation and presentation of results.

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

PROJECT MANAGEMENT PLAN

TEAM RESPONSIBILITIES

H&A's Project Management Team has identified the labor, equipment, materials and services that will be required to execute the scope of services defined in Colusa County's Request for Proposals for groundwater, surface/storm water and landfill gas monitoring at ERL and SL.

The Project Manager, Mr. Greg Haling, will have direct responsibility for ensuring the implementation of all tasks under this current scope of work. He will be supported by all members of the Project Team in completing the following tasks:

- Budget and schedule development;
- Managing the project to assure that it is performed in accordance with the work scope and schedule established in Monitoring and Reporting Program (MRP) No. 99-080 (SL) and MRP No. R5-2002-0124 (ERL);
- Maintaining close liaison between Colusa County and the RWQCB to ensure necessary communication and maintain compliance.
- Coordinating and communicating project requirements with all H&A personnel assigned to and associated with the administration and execution of the project in order to assure proper staffing and integration;
- Properly documenting all meetings, agreements and conversations;
- Ensure that all equipment is properly functioning and field instruments are calibrated;
- Maintaining complete job records; and assuring that all reports, preliminary and final, receive thorough technical and quality coordination checks;
- Assuring that the client's particular technical requirements scoped in the task order are satisfied; and
- Integrating existing contract scope with modifications to eliminate/minimize fiscal impacts (overlaps).

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Packet Pg. 205

SCHEDULING

Table 1 presents sample of a typical anticipated schedule of events associated with this project.

Table 1. COLUSA COUNTY LANDFILLS (SL AND ERL)
PROPOSED TYPICAL ANNUAL PROJECT SCHEDULE

Activity Description	Target Completion Date
1st Semester Sampling (groundwater, landfill gas)	February
Surface Water Sampling Event (when water present)	January-March
Quarterly Monitoring (groundwater elevation , landfill gas)	May
Submittal of Draft and Final First Semi-annual reports to Colusa County	June
2nd Semester Sampling (groundwater, landfill gas)	August
Surface Water Sampling Event (when water present)	October-December
Quarterly Monitoring (groundwater elevation , landfill gas)	November
Submittal of Draft and final Second Semi-annual reports to Colusa County	December

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

COST

The following cost estimate is for the period of the first semester of 2013 through the second semester of 2020. This estimate is based on the requirements of landfill MRPs, and discussions with Colusa County staff. The total cost for technical reports, quarterly and semi-annual monitoring and reporting is shown below (see Attachment C for breakdown of monitoring requirements included on a semester-by-semester basis).

		Combined ERL & SL	
		Total GW/DTW/SG	Total SW*
Year	Semester	Cost/Sem.	Cost/Sem.
2013	1st	$ 24,500	$7,500
	2nd	$18,000	$5,000
2014	1st	$17,500	$5,000
	2nd	$18,500	$5,000
2015	1st	$17,500	$5,000
	2nd	$18,500	$5,000
2016	1st	$25,000	$6,500
	2nd	$19,000	$5,000
2017	1st	$18,500	$5,500
	2nd	$19,500	$5,500
2018	1st	$25,000	$8,000
	2nd	$19,500	$5,500
2019	1st	$19,000	$5,500
	2nd	$20,000	$5,500
2020	1st	$19,500	$5,500
	2nd	$20,500	$5,500

Where
GW Represents groundwater sampling, analyzing and reporting
DTW Represents depth-to-water measurement and reporting
SG Represents soil gas sampling and reporting
SW Represents surface water sampling, analyzing, and reporting
*Note that SW sampling is on an as requested on-call basis. One event per landfill per semester is included for budgeting purposes. If samples cannot be collected a mobilization cost of $1300 per landfill per event will be charged.

H&A will provide the groundwater and landfill gas monitoring and reporting services on a lump-sum basis to be invoiced quarterly following collection of field data (1/2 of semester cost) and after the submittal of each report (1/2 of semester cost). The total cost to complete groundwater and landfill gas monitoring over the 2013 through 2020 period is $320,000.

H&A will provide surface water/storm water sampling services on an as requested on-call basis. If surface/storm water sample collection cannot be completed during regularly scheduled monitoring events due to lack of flow, H&A will attempt to collect samples on separate occasions as requested by Public Works staff. The total cost to complete surface water/stormwater monitoring over the 2013 through 2020 period is estimated to be $90,500.

COMPANY CONFIDENTIAL - TRADE SECRET AND PROPRIETARY INFORMATION OF HALING & ASSOCIATES

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

ATTACHMENT A

COLUSA COUNTY LANDFILLS

PAST AND PROJECTED 5-YR MONITORING REQUIREMENTS

USING PRESENT SAMPLING SCHEDULE

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY LANDFILLS
PAST AND PROJECTED 5-YR MONITORING REQUIREMENTS
USING PRESENT SAMPLING SCHEDULE

		EVANS RD															
		GW COC's						GW Dissolved Inorganics						SW			
Year	Semester	M-1A	M-1B	M-3A	M-4	M-5	Sum	M-1A	M-1B	M-3A	M-4	M-5	Sum	COCs	Sum	D.I.	Sum
2008	1		X			X	2		X			X	2	X	2	X	2
	2																
2009	1																
	2	X					1	X					1				
2010	1			X	X		2			X	X		2				
	2																
2011	1																
	2																
2012	1																
	2																
2013	1		X			X	2		X			X	2	X	2	X	2
	2																
2014	1																
	2	X					1	X					1				
2015	1			X	X		2			X	X		2				
	2																
2016	1																
	2																
2017	1																
	2																
2018	1		X			X	2		X			X	2	X	2	X	2
	2																
2019	1																
	2	X					1	X					1				
2020	1			X	X		2			X	X		2				
	2																
2021	1																
	2																
2022	1																
	2																
2023	1		X			X	2		X			X	2	X	2	X	2

		STONYFORD															
		GW COC's						GW Dissolved Inorganics						SW			
Year	Semester	M-1A	M-3	M-4	M-5	M-6	Sum	M-1A	M-3	M-4	M-5	M-6	Sum	COCs	Sum	D.I.	Sum
2008	1				X	X	2										
	2																
2009	1																
	2																
2010	1																
	2																
2011	1	X	X	X			3							X	2	X	2
	2																
2012	1							X	X	X	X	X	5				
	2																
2013	1				X	X	2										
	2																
2014	1																
	2																
2015	1																
	2																
2016	1	X	X	X			3							X	2	X	2
	2																
2017	1							X	X	X	X	X	5				
	2																
2018	1				X	X	2										
	2																
2019	1																
	2																
2020	1																
	2																
2021	1	X	X	X			3							X	2	X	2
	2																
2022	1							X	X	X	X	X	5				
	2																
2023	1				X	X	2										

Notes:

M-	Individual GW Monitoring Well I.D. Number
X	Sampling Performed/Planned
SW	Surface Water Sampling - Represents 2 Locations
COC	Constituents of Concern
GW	Ground Water Sampling
D.I.	Dissolved Inorganics Testing for Either GW or SW

ATTACHMENT B

COLUSA COUNTY LANDFILLS

PAST AND PROJECTED 5-YR MONITORING REQUIREMENTS

USING RE-STANDARDIZED SAMPLING SCHEDULE

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY LANDFILLS
PAST AND PROJECTED 5-YR MONITORING REQUIREMENTS
USING RE-STANDARDIZED SAMPLING SCHEDULE

		EVANS RD															
		GW COC's						GW Dissolved Inorganics						SW			
Year	Semester	M-1A	M-1B	M-3A	M-4	M-5	Sum	M-1A	M-1B	M-3A	M-4	M-5	Sum	COCs	Sum	D.I.	Sum
2008	1		X			X	2		X			X	2	X	2	X	2
	2																
2009	1																
	2	X					1	X					1				
2010	1			X	X		2			X	X		2				
	2																
2011	1																
	2																
2012	1																
	2																
2013	1	X	X	X	X	X	5	X	X	X	X	X	5	X	2	X	2
	2																
2014	1																
	2																
2015	1																
	2																
2016	1																
	2																
2017	1																
	2																
2018	1	X	X	X	X	X	5	X	X	X	X	X	5	X	2	X	2
	2																
2019	1																
	2																
2020	1																
	2																
2021	1																
	2																
2022	1																
	2																
2023	1	X	X	X	X	X	5	X	X	X	X	X	5	X	2	X	2

		STONYFORD															
		GW COC's						GW Dissolved Inorganics						SW			
Year	Semester	M-1A	M-3	M-4	M-5	M-6	Sum	M-1A	M-3	M-4	M-5	M-6	Sum	COCs	Sum	D.I.	Sum
2008	1				X	X	2										
	2																
2009	1																
	2																
2010	1																
	2																
2011	1	X	X	X			3							X	2	X	2
	2																
2012	1							X	X	X	X	X	5				
	2																
2013	1				X	X	2										
	2																
2014	1																
	2																
2015	1																
	2																
2016	1	X	X	X	X	X	5	X	X	X	X	X	5	X	2	X	2
	2																
2017	1																
	2																
2018	1																
	2																
2019	1																
	2																
2020	1																
	2																
2021	1	X	X	X	X	X	5	X	X	X	X	X	5	X	2	X	2
	2																
2022	1																
	2																
2023	1																

Notes:

M-	Individual GW Monitoring Well I.D. Number
X	Sampling Performed/Planned
SW	Surface Water Sampling - Represents 2 Locations
COC	Constituents of Concern
GW	Ground Water Sampling
D.I.	Dissolved Inorganics Testing for Either GW or SW

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

ATTACHMENT C

COLUSA COUNTY LANDFILLS

PROJECTED MONITORING REQUIREMENTS AND ASSOCIATED COSTS

FOR 2013 THROUGH 2020

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

COLUSA COUNTY LANDFILLS
PROJECTED MONITORING REQUIREMENTS AND ASSOCIATED COSTS
FOR 2013 THROUGH 2020

		Combined Colusa County Landfills							Evans Rd.				Stonyford				Combined	
		Report		Monitoring Events			Tests Per Event		5-Yr Tests/Event				5-Yr Tests/Event				Total GW	Total SW*
Year	Semester	Semi-Ann	Annual	GW+SG	DTW+SG	SW	GW Wells	SW Loc.	GW	D.I.	SW	D.I.	GW	D.I.	SW	D.I.	Cost/Sem.	Cost/Sem.
2013	1st	2		2	2	2	10	4	5	5	2	2	2				$ 24,500	$ 7,500
	2nd		2	2	2	2	10	4									$ 18,000	$ 5,000
2014	1st	2		2	2	2	10	4									$ 17,500	$ 5,000
	2nd		2	2	2	2	10	4									$ 18,500	$ 5,000
2015	1st	2		2	2	2	10	4									$ 17,500	$ 5,000
	2nd		2	2	2	2	10	4									$ 18,500	$ 5,000
2016	1st	2		2	2	2	10	4					5	5	2	2	$ 25,000	$ 6,500
	2nd		2	2	2	2	10	4									$ 19,000	$ 5,000
2017	1st	2		2	2	2	10	4									$ 18,500	$ 5,500
	2nd		2	2	2	2	10	4									$ 19,500	$ 5,500
2018	1st	2		2	2	2	10	4	5	5	2	2					$ 25,000	$ 8,000
	2nd		2	2	2	2	10	4									$ 19,500	$ 5,500
2019	1st	2		2	2	2	10	4									$ 19,000	$ 5,500
	2nd		2	2	2	2	10	4									$ 20,000	$ 5,500
2020	1st	2		2	2	2	10	4									$ 19,500	$ 5,500
	2nd		2	2	2	2	10	4									$ 20,500	$ 5,500

NOTES:

GW	Ground Water Sampling
SG	Soil Gas Sampling
DTW	Depth To Water Measurement
SW	Surface Water Sampling
D.I.	Dissolved Inorganics Testing for Either GW or SW

*SW Mobilization Cost (No Sampling Performed): $1300 per landfill per event

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Attachment: C13-024 Haling & Associates (10846 : 5th Mod with Haling & Associates)

Haling & Associates

C13-024
2-19-13
DPW

COUNTY OF COLUSA, CA

2.13

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

SUBJECT: Adopt a Resolution declaring nine vehicles from Colusa County Sheriff's Department as surplus county property and authorize the Purchasing Agent to dispose of same.

Adopt a Resolution declaring nine vehicles from Colusa County Sheriff's Department surplus county property and authorize the Purchasing Agent to dispose of same.

Detailed Description/Background of request

The Colusa County Sheriff's Department has nine vehicles that are not dependable to use in the field and are no longer serviceable. They are requesting that these items be removed from their inventory.

California Government Code section 25363 permits the Board of Supervisors, following a 4/5ths vote, to sell at public auction to the highest bidder County property no longer required for public use. The sale must be made in compliance with requirements of section 25363.

Purchasing and Procurement requests that the Board adopt a resolution declaring the vehicles as surplus property and authorize the Purchasing Agent to dispose of the vehicles using the most efficient and cost-effective manner.

Prior Board Action

None

Fiscal Impact/Funding Source

Possible revenue for Sheriff's Department

Action for the Clerk

Please number resolution, obtain signatures on the resolution and vehicle titles and return to Rick Luigard in Purchasing.

ATTACHMENTS:

- SO Resolution_Surplus Vehicles & Equipment (DOCX)
- Exhibit A_SO Vehicles (PDF)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, the Colusa County Sheriff's Department has surplus property that is no longer needed by this Department;

WHEREAS, the Colusa County Sheriff's Department desire to dispose of the property no longer needed;

WHEREAS, the Colusa County Purchasing and Procurement Division will utilize the most efficient and cost-effective manner to dispose of the vehicles and equipment; and

WHEREAS, the Departments listing of surplus property is attached hereto and incorporated by reference as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that certain fixed assets outlined in "Exhibit A" are declared surplus and the Colusa County Purchasing and Procurement Division is authorized to dispose of those items.

PASSED AND ADOPTED this 21st day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: SO Resolution_Surplus Vehicles & Equipment [Revision 1] (10830 : Resolution Declaring Vehicles Surplus County Property)

EXHIBIT A

YEAR	MAKE	MODEL	VIN NUMBER	FIXED ASSET #	DEPARTMENT	MILEAGE	OPERATIONAL	MECHANICAL ISSUES
2008	Ford	Crown Vic	2FAHP71V48X146776	900990	Sheriff	Approx. 80,000	y	Will not start, dead battery, odometer broken
2012	Ford	Expedition	1FMJU1G53CEF21197	901078	Sheriff	157,535	y	Unreliable, unsafe
2014	Ford	Explorer	1FM5K8AR5EGB74474	901123	Sheriff	163,981	y	Will not start, dead battery
2015	Ford	Explorer	1FM5K8AR3FGC13937	901158	Sheriff	169,968	y	Will not start, dead battery
2018	Ford	Explorer	1FM5K8AR8JGA46305	901191	Sheriff	181,505	y	Unreliable, unsafe
2019	Chevy	Tahoe	1GNLCDEC0KR248222	901204	Sheriff	137,747	n	electrical issue
2019	Chevy	Tahoe	1GNLCDEC9KR252320	901205	Sheriff	99,348	y	Will not start, dead battery
2021	Chevy	Tahoe	1GNSKLED8MR285927	901229	Sheriff	112,357	y	Will not start, dead battery

Attachment: Exhibit A_SO Vehicles (10830 : Resolution Declaring Vehicles Surplus County Property)

COUNTY OF COLUSA, CA 2.14

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

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

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

Detailed Description/Background of request

The County entered into an agreement with the Butte County Department of Behavioral Health for hospital-based psychiatric inpatient services at the Butte County Psychiatric Health Facility (PHF). The PHF is a 16-bed, 24-hour acute, non-medical facility that provides a safe and supportive environment for both voluntary and involuntary clients experiencing acute psychiatric crises. Services include evaluation and stabilization, 24-hour nursing care and medication monitoring, psychiatric consultations, and referrals to appropriate community supports and services.

The Board of Supervisors approved the original agreement with Butte County on August 12, 2025. Following approval, Butte County contacted Colusa County Behavioral Health requesting minor revisions to the document for accuracy and clarity. The requested edits are as follows:

> In the Recitals section, all references to “COLUSA” include an extra space that should be removed for consistency.
>
> Paragraph A.5.e. specifically names Language Line Solutions, Inc. as the interpreter service provider. To allow flexibility, this should instead read: “BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with third-party vendors.”
>
> Paragraph A.6.a. uses the word “assure” and should be corrected to “ensure.”
>
> Paragraph A.10.a. contains an incorrect reference to “COLUSA” in the second sentence. The corrected version reads: “In the event COLUSA does not arrange transportation for said clients, BUTTE shall provide and identify alternative transportation for said clients to COLUSA at Colusa's expense.”

Paragraph C.1.a. contains a typographical error stating “ends of June 30” which should read “ends on June 30.”

Paragraph D.1. should also replace “assure” with “ensure.”

Paragraphs E.5.b. and E.6. incorrectly refer to BUTTE and COLUSA as “County” instead of “Party.”

County Counsel has reviewed and approved all requested revisions and recommends that the Board re-approve the agreement as amended.

Prior Board Action
C25-125, original contract

Fiscal Impact/Funding Source
Budgeted, 003-55270-713-0 Support and Care of Persons.

Not to exceed $50,000 per fiscal year.

Action for the Clerk
Number Contract and
1. Print three (3) copies single-sided.
2. Sign and date each single-sided copy in blue ink on page 12.
3. Return all three (3) signed originals to the address below:

Hailey Noiles - Contracts Unit
Butte County Behavioral Health
Administrative Support Division / Contracts & Facilities
3217 Cohasset Road
Chico, CA 95973-5404

ATTACHMENTS:

- C25-125 PENDING Butte County Department of Behavioral Health (PDF)
- BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (PDF)

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke, CCB
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

SUPERVISORS
J. Merced Corona,
District I,
Vice-Chair

Daurice K. Smith,
District II,
Chair

Kent S. Boes,
District III

Randy Wilson,
District IV

Janice A. Bell,
District V

August 15, 2025

Butte County Behavioral Health
Attn: Hailey Noiles – Contract Unit
Administrative Support Division/Contract & Facilities
3217 Cohasset Road
Chico, CA 95973

RE: **Colusa County Contract C25-125**

Dear Ms. Noiles,

Enclosed you will find three (3) triplicate original contracts for signature. Please have the enclosed contracts signed, and return one original to this office in the envelope provided.

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

Should you have any questions regarding the contract please contact the Behavioral Health office at (530)458-0520.

Sincerely,

Patricia Rodriguez
Deputy Clerk
prodriguez@countyofcolusaca.gov

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

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

REVENUE AGREEMENT
BETWEEN
COUNTY OF COLUSA
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2025/2026

This Agreement is made and entered into by and between County of **COLUSA**, a political subdivision of the State of California, through its **COLUSA** County Mental Health Services, hereinafter referred to as **COLUSA**, and County of **BUTTE**, a political subdivision of the State of California, through its **BUTTE** County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively referred to as PARTIES and singularly as PARTY

RECITALS

COLUSA seeks to extend to residents of **COLUSA** County certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement

COLUSA believes it is in the best interest of the people of **COLUSA** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **COLUSA** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **COLUSA 's** obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (SDHCS)

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **COLUSA** agree as follows

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 W&I, et seq , and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, SDHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time shall be amended However, any amendments to such statues or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 :

2. **Direction and Supervision**
The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Director of **BUTTE** The Director of **BUTTE** or his designee shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **COLUSA** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE's** Psychiatric Health Facility (PHF)

3. **Admission Procedures**
BUTTE is authorized to admit psychiatric clients who are residents of **COLUSA** , without prior authorization from **COLUSA** , when those beneficiaries of **COLUSA** meet all requirements for inpatient psychiatric hospitalization Ongoing authorization from **COLUSA** shall follow all applicable concurrent review authorization processes and procedures as identified in **BUTTE** County Policy and with SDHCS regulations, for **COLUSA** beneficiaries placed at the PHF All admissions shall be for clients of **COLUSA** who meet the accepted standards of medically necessary treatment **COLUSA** shall utilize the PHF as a placement of last resort

4. **Admission Policy:**
BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with SDHCS and EMTALA regulations

5. **Description of Services:**
   a **BUTTE** agrees to provide acute psychiatric inpatient care to clients referred by **COLUSA** These clients shall be referred by **COLUSA** utilizing the Referral Procedures described in this Agreement Such services shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **COLUSA** . These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **COLUSA** shall conduct any necessary Court proceedings in regard to Conservatorships in **COLUSA** County

   b **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq , 5260 et seq , or 5270 et seq and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **COLUSA** in line with PHF policy and procedures, if any continued holds are anticipated **COLUSA** may request copies of any PHF Policies at any time

   c **BUTTE** shall designate PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq

   d **BUTTE** shall inform the client of the complaint and grievance policy of the **BUTTE** County Mental Health Plan and notify **COLUSA** , in a timely manner, of any grievance filed by a client of **COLUSA** Notifications shall be made in partnership with the **BUTTE**

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

County Patient's Rights Advocate and/or Beneficiary Protections Designee **COLUSA** shall provide all applicable access to **COLUSA** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **COLUSA** Beneficiaries receiving services at PHF

e **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc as well as with other vendors

f **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 United States Code (USC) and all applicable Federal and State statutes and regulations

6. Quality of Care·

As expressed, conditions precedent to requiring **COLUSA 's** payment obligation under the terms of agreement, **BUTTE** shall

a Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq , and Sections 14680 et seq

b Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services

c Not discriminate against Medi-Cal or **COLUSA 's** Short-Doyle designated beneficiaries in any manner, including admission practices

d **COLUSA** shall upon referral to the PHF, identify and provide **BUTTE** with current contact information for staff available seven (7) days per week to proactively engage in discharge planning and continuity of care coordination to ensure that all **COLUSA** beneficiaries have adequate access to after care resources, including, but not limited to transportation back to their County of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment

e **COLUSA** shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **COLUSA** beneficiary is receiving services at the PHF

7 Level of Care:

COLUSA shall make every effort to determine if the **COLUSA** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **COLUSA** shall make all efforts to coordinate with the **BUTTE** Hospitalization Team and as applicable to the beneficiary's placement

8. Referral Procedure·

a **COLUSA** shall provide such information as shall be required to provide adequate care for the client prior to referral of each client This information shall include, but not be limited to, client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

b Prior to referral of any client to the PHF, **COLUSA** shall have a medical clearance evaluation made of each client in line with SDHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is required, it shall be arranged by **COLUSA** When a client is to be transferred to the PHF with a medical problem which, in **COLUSA 's** determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the beneficiary can be managed at the PHF unit **COLUSA** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral

c **COLUSA** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client If the PHF is to hold clients not already conserved by **COLUSA** , the PHF shall be designated by **COLUSA** to be able to write 5150's for **COLUSA** clients **COLUSA** shall provide transportation of all placements of **COLUSA** to and from Butte County and/or other placement facilities

d **COLUSA** , before transporting a client to the PHF, shall ensure there is an agreed upon Estimated Time of Arrival (ETA) with the PHF and shall ensure that the beneficiary has been accepted for admission **COLUSA** shall submit all referral packets containing the aforementioned clinical information to the **BUTTE** County Hospitalization Team and request review by the PHF

e **COLUSA** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **COLUSA** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services

f Third Party Revenue **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources,

1 **COLUSA** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported, however, if **COLUSA** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq , **COLUSA** shall mail documents to the PHF by Express Mail (or similar service) within 24-hours of admission

2 Financial documents to accompany the client shall include the **BUTTE** Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card

3 **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes, from **COLUSA 's** clients, however, if **BUTTE** is

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

unsuccessful, then it is understood that **COLUSA** shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client

g **COLUSA** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq **COLUSA** shall respond to the PHF within four (4) hours of initial contact by the PHF

9. **On-Call Crisis Number (for COLUSA County): 1.888.793.6580**

All admissions are contingent upon bed availability with **BUTTE** residents being given admission priority (**BUTTE** reserves the right to refuse any referral.)

10. **Transportation and Client Preparation:**
Transportation from **COLUSA** to the PHF and, upon discharge from the PHF to **COLUSA** , shall be the responsibility of and at the expense of **COLUSA** All after-care arrangements shall be the responsibility of **COLUSA** PHF shall advise **COLUSA** prior to discharge so that appropriate discharge planning can be carried out

a **COLUSA** shall arrange for transportation of all clients back to **COLUSA** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that **COLUSA** refers to the PHF In the event **COLUSA** does not arrange transportation for said clients, **COLUSA** shall provide and identify alternative transportation for said clients to **COLUSA** at **COLUSA 's** expense and said expenses shall not be included within the expense limitations set forth in Item C - Payments of this Agreement

b. In case of client discharge for cause (e g , court order, certification hearing outcome, **COLUSA 's** counsel recommendation, etc) **COLUSA** shall arrange for all transportation back to **COLUSA** immediately

c. **COLUSA** shall be responsible to provide after-care arrangements and transportation for all **COLUSA** clients whether referred by **COLUSA** or directly admitted without prior authorization as stipulated in this Agreement

B. TERM:

1. **Term of Agreement:**
Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **Date of Execution** through **June 30, 2026** Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

C. PAYMENTS

1. **Rate of Pay:**
   a **COLUSA** shall pay **BUTTE** the difference between **BUTTE**'s current rate of **$2,451 12** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours) This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement

   Rate Subject to Change: The Fiscal Year 2025/2026 daily rate shall be determined after **BUTTE's** annual cost report has been completed This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected **COLUSA** shall be advised in writing of the new daily rate and the effective date of the rate change (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

   b The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services

2. **Payment Limitation:**
   a The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **COLUSA** for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **COLUSA** in accordance with this Agreement

   b **BUTTE** shall invoice **COLUSA** in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1 a **COLUSA** shall remit payment to **BUTTE** within thirty (30) days of invoice date.

   c If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or **BUTTE** or **COLUSA** auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing

3. **Disapproval of Claims:**
   The validity of monthly payments to **BUTTE**, is subject to review by the State of California, SDHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, **BUTTE** shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between **BUTTE** and **COLUSA** that, with the exception of emergency admissions, **COLUSA** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care Other areas of financial disallowance which **BUTTE** agrees to consider are (1) Compliance with state and federal law, (2) regulations governing operation of Managed Care, and (3) general psychiatric inpatient services.

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

D. REQUIREMENT PROVISIONS·

1. **Nondiscrimination in Service, Benefits and Facilities.**
BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or Advanced Rehabilitation and Conditioning (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following,

   a Denying persons any service or benefit,

   b Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons,

   c Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service,

   d Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and/or

   e Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement

2. **Confidentiality:**
Both **BUTTE** and **COLUSA** shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq , Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 Code of Federal Regulations (CFR), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII), and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330, inclusive, Section 14100 2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive Both **BUTTE** and **COLUSA** shall require all its officers, employees, and agents providing services here under to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions Both **BUTTE** and **COLUSA** shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents **BUTTE** agrees not to release any record pertaining to any client of **COLUSA** without the written approval of the **COLUSA** County Department of Behavioral Health Director

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

3. **Conformance with Federal Regulations:**
BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6 , of the Code of Federal Regulations

4. **Client Medical Records**
BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement Records shall include intake information and a record of services provided by **BUTTE's** personnel Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities

5. **Client Financial Records.**
All client financial records shall be available for inspection and audit by the designated auditor of **COLUSA** or the SDHCS at a reasonable time during normal business hours

6. **Records Retention:**
All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit Such access shall include access to individuals with knowledge of financial records and **BUTTE's** outside auditors, and regular and special reports from **BUTTE**.

BUTTE may at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, Compact Disc Read-Only Memory (CD ROM), Digital Video Disc (DVD), or other data storage medium Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records

7. **Right to Inspect:**
At reasonable times during normal business hours, SDHCS, the **COLUSA** County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement **COLUSA** shall also have the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

E. GENERAL PROVISIONS·

1. **Client Grievance Process·**
Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE's** complaint and grievance policy At the PHF, **BUTTE** shall make available information on **COLUSA 's** complaint/grievance resolution forms to **COLUSA** beneficiaries Any grievance filed by a client of **COLUSA** shall be brought to the attention of the **COLUSA** County Behavioral Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850 205 (c)(1)(B). **COLUSA** shall be responsible for supplying **BUTTE** with **COLUSA** 's complaint/grievance information, if available

2 **Patients' Rights/Clients' Rights.**
BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325 1 Complaints by beneficiaries with regard to substandard conditions may be investigated by **COLUSA** 's Patients' Rights Advocate or Beneficiary Protections Designee, County, SDHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation

3. **Legal Requirements:**
In compliance with legal requirements of Emily Q v Bonta [C D Cal ,2001,CV 98-4181 AHM (AIJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times

4. **Indemnification:**
   a **BUTTE** shall indemnify, defend, and hold harmless **COLUSA** , its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **BUTTE's** acts or omissions while performing under this Agreement **BUTTE's** obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **COLUSA 's** and **BUTTE's** elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **COLUSA 's** and **BUTTE's** real and personal property)

   b **COLUSA** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **COLUSA 's** acts or omissions while performing under this Agreement **COLUSA 's** obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

BUTTE's site

5 **Insurance:**

a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE**'s own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars ($1,000,000 00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference Such general liability policy shall be issued on an occurrence basis **BUTTE** shall provide notice of insurability to **COLUSA** , and provide **COLUSA** with thirty (30) days advance notice of any material change in the policy Before beginning work under this Agreement, **BUTTE** shall provide **COLUSA** with proof of insurance in the form required by **COLUSA**

b Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage

6. **Independent Contractor:**
The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County

7. **Assignment:**
Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services Any such subcontractor shall comply with all terms of this Agreement.

8. **Successors:**
This Agreement shall bind the successors of **COLUSA** and **BUTTE** in the same manner as if they were expressly named.

9. **Notices:**
Notices shall be given to **BUTTE** and **COLUSA** at the following addresses

BUTTE

Facility

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817
Allen Astrack, Program Manager
Email aastrack@buttecounty net
Telephone (530) 538-7705

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

County Contract Liaison	Hailey Noiles, Buyer & Contract Specialist I Butte County Department of Behavioral Health 3217 Cohasset Road Chico, CA 95973-5404 Email hnoiles@buttecounity net Alternate Email DBH-ASDContracts@butecounty net Telephone (530) 552-4780
COLUSA	Anthony Hobson, PhD, Behavioral Health Director Colusa County Behavioral Health 162 E Carson Street Colusa, CA 95932 Email thobson@countyofcolusaca.gov (530) 458-0520

10. Entire Agreement·

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein

11. Amendment:

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte

Signatures to Follow

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above

COUNTY OF **BUTTE**

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sarah MacArthur, Deputy Director Date
Department of General Services

Approved as to form, Butte County Counsel by Brad J Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF **COLUSA**

Daurice K Smith 8/12/25
Daurice K Smith, Board Chair Date
County of Colusa

Approved as to form

8/13/25
Richard Stout, County Counsel Date
County of Colusa

ATTEST Wendy G Tyler, Clerk of the
Colusa County Board of Supervisors

By Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

Attachment 1
Butte Payor Financial Information/Insurance Authorization Form

Client Information Check One ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information
Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal ☐ Yes ☐ No Client Has Medicare ☐ Yes ☐ No

Name of Primary Insurance Company Group / Policy ID #		
Insurance Phone #	Primary Insured Name {Other than Client)	Insured SSN

Financial Liability

Number of Persons (Family) Dependent on Income

Income Type ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income. $**

Responsible Persons Assets		Responsible Persons Monthly Expenses	
Savings	$	Court Ordered	$
Bank Balances	$	Child Care	$
Market Value - Stocks	$	Dependent Care	$
Market Value - Bonds	$	Medical	$
Market Value - Mutual Funds	$	Retirement Contribution	$
Market Value - Other	$		

DRUG MEDI-CAL. Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered

ASSIGNMENT OF BENEFITS I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION. I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim

I permit a copy of this authorization to be used in place of the original

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health	
Payor Financial Information (PFI) Form - Version 1 1	Client Number

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

C25-125

Attachment 2

Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by Agreement. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE's** self-insurance reserves to be adequately funded.

Attachment: C25-125 PENDING Butte County Department of Behavioral Health (10869 : Re-approve C25-125 with County of Butte)

REVENUE AGREEMENT
BETWEEN
COUNTY OF COLUSA
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2025/2026

This Agreement is made and entered into by and between County of Colusa, a political subdivision of the State of California, through its Colusa County Mental Health Services, hereinafter referred to as **COLUSA**, and County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively referred to as PARTIES and singularly as PARTY.

RECITALS

COLUSA seeks to extend to residents of **COLUSA** County certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

COLUSA believes it is in the best interest of the people of **COLUSA** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **COLUSA** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **COLUSA'**s obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by California Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **COLUSA** agree as follows.

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 W&I, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time shall be amended. However, any amendments to such statues or regulations shall not retroactively affect the obligation of the PARTIES under this Agreement.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

2. **Direction and Supervision:**
The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Director of **BUTTE**. The Director of **BUTTE** or his designee shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **COLUSA** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE**'s Psychiatric Health Facility (PHF).

3. **Admission Procedures:**
BUTTE is authorized to admit psychiatric clients who are residents of **COLUSA**, without prior authorization from **COLUSA**, when those beneficiaries of **COLUSA** meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from **COLUSA** shall follow all applicable concurrent review authorization processes and procedures as identified in **BUTTE** County Policy and with DHCS regulations, for **COLUSA** beneficiaries placed at the PHF. All admissions shall be for clients of **COLUSA** who meet the accepted standards of medically necessary treatment. **COLUSA** shall utilize the PHF as a placement of last resort.

4. **Admission Policy:**
BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. **Description of Services:**
   a. **BUTTE** agrees to provide acute psychiatric inpatient care to clients referred by **COLUSA**. These clients shall be referred by **COLUSA** utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **COLUSA**. These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **COLUSA** shall conduct any necessary Court proceedings in regard to Conservatorships in **COLUSA** County.

   b. **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq., 5260 et seq., or 5270 et seq. and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **COLUSA** in line with PHF policy and procedures, if any continued holds are anticipated. **COLUSA** may request copies of any PHF Policies at any time.

   c. **BUTTE** shall designate PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq.

   d. **BUTTE** shall inform the client of the complaint and grievance policy of the **BUTTE** County Mental Health Plan and notify **COLUSA**, in a timely manner, of any grievance filed by a client of **COLUSA**. Notifications shall be made in partnership with the **BUTTE**

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

County Patient's Rights Advocate and/or Beneficiary Protections Designee. **COLUSA** shall provide all applicable access to **COLUSA** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **COLUSA** Beneficiaries receiving services at PHF.

e. **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with third-party vendors.

f. **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 United States Code (USC) and all applicable Federal and State statutes and regulations.

6. **Quality of Care:**
As expressed, conditions precedent to requiring **COLUSA's** payment obligation under the terms of agreement, **BUTTE** shall:

a. Ensure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq., and Sections 14680 et seq.

b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.

c. Not discriminate against Medi-Cal or **COLUSA's** Short-Doyle designated beneficiaries in any manner, including admission practices.

d. **COLUSA** shall upon referral to the PHF, identify and provide **BUTTE** with current contact information for staff available seven (7) days per week to proactively engage in discharge planning and continuity of care coordination to ensure that all **COLUSA** beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their County of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.

e. **COLUSA** shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **COLUSA** beneficiary is receiving services at the PHF.

7. **Level of Care:**
COLUSA shall make every effort to determine if the **COLUSA** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **COLUSA** shall make all efforts to coordinate with the **BUTTE** Hospitalization Team and as applicable to the beneficiary's placement.

8. **Referral Procedure:**
a. **COLUSA** shall provide such information as shall be required to provide adequate care for the client prior to referral of each client. This information shall include, but not be limited to, client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

b. Prior to referral of any client to the PHF, **COLUSA** shall have a medical clearance

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is required, it shall be arranged by **COLUSA**. When a client is to be transferred to the PHF with a medical problem which, in **COLUSA's** determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the beneficiary can be managed at the PHF unit. **COLUSA** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral.

c. **COLUSA** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by **COLUSA**, the PHF shall be designated by **COLUSA** to be able to write 5150's for **COLUSA** clients. **COLUSA** shall provide transportation of all placements of **COLUSA** to and from Butte County and/or other placement facilities.

d. **COLUSA**, before transporting a client to the PHF, shall ensure there is an agreed upon Estimated Time of Arrival (ETA) with the PHF and shall ensure that the beneficiary has been accepted for admission. **COLUSA** shall submit all referral packets containing the aforementioned clinical information to the **BUTTE** County Hospitalization Team and request review by the PHF.

e. **COLUSA** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **COLUSA** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.

f. Third Party Revenue: **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;

1. **COLUSA** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if **COLUSA** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq., **COLUSA** shall mail documents to the PHF by Express Mail (or similar service) within 24-hours of admission.

2. Financial documents to accompany the client shall include the **BUTTE** Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes, from **COLUSA's** clients; however, if **BUTTE** is unsuccessful, then it is understood that **COLUSA** shall be solely liable for all

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

Psychiatric Inpatient charges incurred on behalf of said client.

g. **COLUSA** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq. **COLUSA** shall respond to the PHF within four (4) hours of initial contact by the PHF.

9. On-Call Crisis Number (for COLUSA County): 1.888.793.6580

All admissions are contingent upon bed availability with **BUTTE** residents being given admission priority. (**BUTTE** reserves the right to refuse any referral.)

10. Transportation and Client Preparation:
Transportation from **COLUSA** to the PHF and, upon discharge from the PHF to **COLUSA**, shall be the responsibility of and at the expense of **COLUSA**. All after-care arrangements shall be the responsibility of **COLUSA**. PHF shall advise **COLUSA** prior to discharge so that appropriate discharge planning can be carried out.

a. **COLUSA** shall arrange for transportation of all clients back to **COLUSA** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that **COLUSA** refers to the PHF. In the event **COLUSA** does not arrange transportation for said clients, **BUTTE** shall provide and identify alternative transportation for said clients to **COLUSA** at **COLUSA**'s expense and said expenses shall not be included within the expense limitations set forth in Item C - Payments of this Agreement.

b. In case of client discharge for cause (e.g., court order, certification hearing outcome, **COLUSA** counsel recommendation, etc.) **COLUSA** shall arrange for all transportation back to **COLUSA** immediately.

c. **COLUSA** shall be responsible to provide after-care arrangements and transportation for all **COLUSA** clients whether referred by **COLUSA** or directly admitted without prior authorization as stipulated in this Agreement.

B. TERM:

1. Term of Agreement:
Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **Date of Execution** through **June 30, 2026**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

C. PAYMENTS:

1. **Rate of Pay:**
   a. **COLUSA** shall pay **BUTTE** the difference between **BUTTE**'s current rate of **$2,451.12** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

   Rate Subject to Change: The Fiscal Year 2025/2026 daily rate shall be determined after **BUTTE**'s annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. **COLUSA** shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends on June 30 of the following calendar year.)

   b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services.

2. **Payment Limitation:**
   a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **COLUSA** for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **COLUSA** in accordance with this Agreement.

   b. **BUTTE** shall invoice **COLUSA** in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. **COLUSA** shall remit payment to **BUTTE** within thirty (30) days of invoice date.

   c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or **BUTTE** or **COLUSA** auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. **Disapproval of Claims:**
   The validity of monthly payments to **BUTTE**, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, **BUTTE** shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between **BUTTE** and **COLUSA** that, with the exception of emergency admissions, **COLUSA** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care. Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which **BUTTE** agrees to consider are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

D. REQUIREMENT PROVISIONS:

1. **Nondiscrimination in Service, Benefits and Facilities:**
BUTTE shall not discriminate, and shall take affirmative action to ensure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or Advanced Rehabilitation and Conditioning (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

   a. Denying persons any service or benefit;

   b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;

   c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;

   d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or

   e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement.

2. **Confidentiality:**
Both **BUTTE** and **COLUSA** shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 Code of Federal Regulations (CFR), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both **BUTTE** and **COLUSA** shall require all its officers, employees, and agents providing services here under to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both **BUTTE** and **COLUSA** shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. **BUTTE** agrees not to release any record pertaining to any client of **COLUSA** without the written approval of the **COLUSA** County Department of Mental Health Director.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

3. **Conformance with Federal Regulations:**
BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. **Client Medical Records:**
BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information, and a record of services provided by **BUTTE**'s personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. **Client Financial Records:**
All client financial records shall be available for inspection and audit by the designated auditor of **COLUSA** or the DHCS at a reasonable time during normal business hours.

6. **Records Retention:**
All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the DHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and **BUTTE**'s outside auditors, and regular and special reports from **BUTTE**.

BUTTE may at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, Compact Disc Read-Only Memory (CD ROM), Digital Video Disc (DVD), or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. **Right to Inspect:**
At reasonable times during normal business hours, DHCS, the **COLUSA** County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. **COLUSA** shall also have the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

E. GENERAL PROVISIONS:

1. **Client Grievance Process:**
   Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE's** complaint and grievance policy. At the PHF, **BUTTE** shall make available information on **COLUSA**'s complaint/grievance resolution forms to **COLUSA** beneficiaries. Any grievance filed by a client of **COLUSA** shall be brought to the attention of the **COLUSA** County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). **COLUSA** shall be responsible for supplying **BUTTE** with **COLUSA**'s complaint/grievance information.

2. **Patients' Rights/Clients' Rights:**
   BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325.1. Complaints by beneficiaries with regard to substandard conditions may be investigated by **COLUSA**'s Patients' Rights Advocate or Beneficiary Protections Designee, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. **Legal Requirements:**
   In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal.,2001,CV 98-4181 AHM (AlJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives. It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. **Indemnification:**
   a. **BUTTE** shall indemnify, defend, and hold harmless **COLUSA**, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **BUTTE**'s acts or omissions while performing under this Agreement. **BUTTE's** obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **COLUSA's** and **BUTTE's** elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **COLUSA**'s and **BUTTE's** real and personal property.)

   b. **COLUSA** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **COLUSA's** acts or omissions while performing under this Agreement. **COLUSA's** obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

BUTTE's site.

5. **Insurance:**
   a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE**'s own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars ($1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. **BUTTE** shall provide notice of insurability to **COLUSA**, and provide **COLUSA** with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, **BUTTE** shall provide **COLUSA** with proof of insurance in the form required by **COLUSA**.

   b. Each PARTY shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. **Independent Contractor:**
   The employees of each PARTY in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

7. **Assignment:**
   Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. **Successors:**
   This Agreement shall bind the successors of **COLUSA** and **BUTTE** in the same manner as if they were expressly named.

9. **Notices:**
   Notices shall be given to **BUTTE** and **COLUSA** at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817
Allen Astrack, Program Manager
Email: aastrack@buttecounty.net
Telephone: (530) 538-7705

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

County Contract Liaison:	Hailey Noiles, Buyer & Contract Specialist I Butte County Department of Behavioral Health 3217 Cohasset Road Chico, CA 95973-5404 Email: hnoiles@buttecounity.net Alternate Email: DBH-ASDContracts@butecounty.net Telephone: (530) 552-4780
COLUSA:	Anthony Hobson, PhD, Behavioral Health Director Colusa County Behavioral Health 162 E. Carson Street Colusa, CA 95932 Email: thobson@countyofcolusaca.gov (530) 458-0520

10. Entire Agreement:

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. Amendment:

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

Signatures to Follow

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF **BUTTE**

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sarah MacArthur, Deputy Director Date
Department of General Services

Approved as to form, Butte County Counsel by: Brad J. Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF **COLUSA**

Daurice K. Smith, Board Chair Date
County of Colusa

Approved as to form:

Richard Stout, County Counsel Date
County of Colusa

ATTEST: Wendy G Tyler, Clerk of the
Colusa County Board of Supervisors

By:
Patricia Rodriguez, Deputy Clerk

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

Attachment 1
Butte Payor Financial Information/Insurance Authorization Form

Client Information Check One: ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information
Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes ☐ No Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name {Other than Client)	Insured SSN

Financial Liability **Number of Persons (Family) Dependent on Income:**

Income Type: ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income: $**

Responsible Persons Assets	Responsible Persons Monthly Expenses
Savings: $	Court Ordered: $
Bank Balances: $	Child Care: $
Market Value - Stocks: $	Dependent Care: $
Market Value - Bonds: $	Medical: $
Market Value - Mutual Funds: $	Retirement Contribution: $
Market Value - Other: $	

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health	
Payor Financial Information (PFI) Form - Version 1.1	Client Number:

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

Attachment 2

Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by Agreement. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE**'s self-insurance reserves to be adequately funded.

Attachment: BH.ColusaCounty.PHF.FY 25-26 - Agreement with GS Updates (10869 : Re-approve C25-125 with County of Butte)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

The Senior Payroll Specialist classification currently resides at salary range CNF34. The position functions as a lead-level classification in the payroll job series and is responsible for overseeing complex payroll functions, providing technical guidance to Payroll Specialists, ensuring regulatory compliance, and coordinating payroll processes across departments.

However, a salary compaction issue has emerged between the Senior Payroll Specialist and the Payroll Specialist classifications. The current salary differential is only 5.09%, which is insufficient to reflect the advanced responsibilities, expertise, and leadership expectations of the senior role.

To address this compaction issue and align with internal salary structures, staff recommends adjusting the salary range for Senior Payroll Specialist to CNF36 ($5,162 - $8,469). This change will:

- Increase the salary separation between Senior Payroll Specialist and Payroll Specialist to 10.44%.
- Support equitable and competitive compensation practices.
- Improve employee retention and career progression within the payroll classification series.
- Align compensation with the scope of responsibilities and internal job hierarchies.

The proposed salary range adjustment corrects a current classification compaction issue and appropriately compensates for the senior-level duties of the position. Staff recommends Board approval of the revised salary range for Senior Payroll Specialist effective October 1, 2025.

Lastly, pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws. To meet CalPERS requirements, staff recommends that the Board adopt the revised Job Class Table.

Prior Board Action
None

Fiscal Impact/Funding Source
During the budget process, the Auditor-Controller's Office requested a position allocation adjustment, deleting one Payroll Specialist position and adding one Senior Payroll Specialist position. This change was incorporated into the final budget adopted by the Board on September 23, 2025.

Action for the Clerk
None

ATTACHMENTS:

- Job Class Approved 102125 Effective 100125 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/0
Board Revision Date: 10/21/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
ACCOUNTING TECHNICIAN	MSC42	3,887	4,087	4,294	4,513	4,743	4,985	5,111	5,239	5,371	5,506	5,644	5,785	5,930	6,079	6,387	173.33
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRAISER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRAISER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRAISER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT CLERK-RECORDER-REGISTRAR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS19	9,153	9,617	10,105	10,617	11,154	11,719	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	15,000	173.33
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRAISER I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRAISER II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEPUTY DA	MGT39	9,937	10,442	10,972	11,529	12,112	12,725	13,043	13,369	13,703	14,045	14,396	14,756	15,125	15,503	16,287	162.50

Attachment: Job Class Approved 102125 Effective 100125 (10853 : Salary Range Adjustments for the

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/0
Board Revision Date: 10/21/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	173.33
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS18	4,578	4,812	5,057	5,314	5,583	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,518	173.33
DEPUTY PROBATION OFFCR II	DSS22	5,057	5,314	5,583	5,871	6,169	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,707	7,900	8,301	173.33
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OPR LIC	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	173.33
DIRECTOR OF PUBLIC WRKS/AIRPORT OPR UNLIC	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50

Attachment: Job Class Approved 102125 Effective 100125 (10853 : Salary Range Adjustments for the

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
INFORMATION TECHNOLOGY ANALYST I	MSC40	5,699	5,989	6,293	6,612	6,947	7,300	7,483	7,670	7,862	8,059	8,261	8,468	8,680	8,897	9,348	162.50
INFORMATION TECHNOLOGY ANALYST II	MSC44	6,293	6,612	6,947	7,300	7,670	8,059	8,261	8,468	8,680	8,897	9,119	9,348	9,581	9,820	10,311	162.50
INFORMATION TECHNOLOGY MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
INFORMATION TECHNOLOGY SPECIALIST I	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
INFORMATION TECHNOLOGY SPECIALIST II	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50

Attachment: Job Class Approved 102125 Effective 100125 (10853 : Salary Range Adjustments for the

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT I	MSC41	2,816	2,957	3,109	3,268	3,435	3,608	3,699	3,794	3,889	3,988	4,088	4,191	4,296	4,404	4,627	173.33
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT II	MSC43	3,109	3,266	3,430	3,602	3,783	3,973	4,073	4,175	4,280	4,387	4,497	4,610	4,726	4,844	5,087	173.33
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS04	3,242	3,405	3,577	3,756	3,945	4,146	4,250	4,357	4,466	4,578	4,694	4,812	4,933	5,057	5,314	173.33
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC AUTHORITY EMPLOYMENT COORD	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,060	8,469	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50

Attachment: Job Class Approved 102125 Effective 100125 (10853 : Salary Range Adjustments for the

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 10/0
Board Revision Date: 10/21/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SUPERVISING PROBATION OFFICER	DSS28	5,871	6,169	6,481	6,809	7,155	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,628	173.33
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRAFFIC CONT TECH II	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.50/hour - 100/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
01/01/24 Elected Officials - New salary structure
01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD on MGT table
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions
07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 102125 Effective 100125 (10853 : Salary Range Adjustments for the

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Assessor

FROM: Bob Buckner

SUBJECT: Sitting as the Colusa County Board of Equalization Assessment Appeal Hearing Appeal# APN# Assessed Total Applicant's Opinion 24-09 005-270-006 $5,085,074 $2,542,537 Grocery Outlet as Lessee: Appeal 24-09, APN 005-270-006-000 for value placed on land and improvements for tax year 2023-24.

Sitting as the Colusa County Board of Equalization
Assessment Appeal Hearing

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

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

Detailed Description/Background of request

The applicant, Grocery Outlet as Lessee, is appealing the regular assessment for the 2023 roll, the date of valuation is January 1, 2023. Specifically, the applicant is appealing the following roll valuations.

005-270-006-000	Value on Roll	Applicant's Opinion of Value
Land	735,824	367,912
Improvements	4,349,250	2,174,625
Total	5,085,074	2,542,537

The total difference I value is $2,542,537

The value that is on the roll was based upon a sale that occurred as of 12/19/2019 for a sales consideration of $6,450,000. The previous Assistant Assessor, rather than accept the purchase price of the property, relied on the reported cost of the building and enrolled a total value of $4,837,500, or 75% of the purchase price. This value has increased to the current value of $5,085,074 which is now being appealed by the

applicant.

Prior Board Action

None

Fiscal Impact/Funding Source

Not applicable

Action for the Clerk

Notify applicant of Board Decision, include Ryan LLC. of findings.

ATTACHMENTS:

- 24-09 Grocery Outlet as Leasee (PDF)

BOE-305-AH (P1) REV. 08 (01-15)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

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

RECEIVED
NOV 29 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICATION NUMBER: Clerk Use Only 24-09

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME	EMAIL ADDRESS
Grocery Outlet as Lessee	PTSConsulting@ryan.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
5650 Hollis St

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Emeryville	CA	94608	( )	( )	( )

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
Jasmin Varjavand	ptc.appealefiling@ryan.com

COMPANY NAME
Ryan, LLC

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INTITAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
Post Office Box 4549

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Carlsbad	CA	92018	(510) 836-2177	( )	( )

AUTHORIZATION OF AGENT ☒ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☒ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
005-270-006-000		
ACCOUNT NUMBER	**TAX BILL NUMBER**	

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
435 Vada Ct, Williams	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☒ COMMERCIAL/INDUSTRIAL
- ☐ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	$735,824	$367,912	
IMPROVEMENTS/STRUCTURES	$4,349,250	$2,174,625	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	$5,085,074	$2,542,537	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 24-09 Grocery Outlet as Leasee (10655 : Assessment Appeal 24-09)

BOE-305-AH (P2) REV. 08 (01-15)

5. TYPE OF ASSESSMENT BEING APPEALED ☑ ***Check only one. See instructions for filing periods***

☒ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____

***Must attach copy of notice or bill, where applicable** ***Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) ***See instructions before completing this section.***

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE
☒ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP
☐ 1. No change in ownership occurred on the date of _____.
☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION
☐ 1. No new construction occurred on the date of _____.
☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.
☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT
☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
☐ 1. All personal property/fixtures.
☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT
☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION
☐ 1. Classification of property is incorrect.
☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
☐ 1. Amount of escape assessment is incorrect.
☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER
☐ Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)
☐ Are requested. ☒ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND ***See instructions.***
☒ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
▶ [signature]	Oakland, CA	11/20/2023

NAME (Please Print)
Jasmin Varjavand

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☑ ☐ OWNER ☒ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED
☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Attachment: 24-09 Grocery Outlet as Leasee (10655 : Assessment Appeal 24-09)

DocuSign Envelope ID: 627A60ED-58A0-423A-AC2D-44A4DB144ADE

LETTER OF AUTHORIZATION
FOR PROPERTY TAX REPRESENTATION

See Attached
Property Owner

See Attached
Subject Property

See Attached, CA
Jurisdiction and State

2021, 2022, 2023, 2024
Calendar Years

This letter authorizes Ryan, LLC and its affiliate, Ryan Tax Compliance Services, LLC to represent the above-named property as its property tax agent in the jurisdiction and state named above. This authorization includes but is not limited to: filing property renditions or returns; signing and filing appeals; examining all property tax records; and, appearances before the assessor, boards of equalization or review, or other governmental agencies responsible for the assessment of property.

If there are any questions concerning this authorization please contact the following: **Ryan LLC, Brenda Goodrich , P.O. Box 4549, Carlsbad CA 92018, (510)452-6903, Brenda.Goodrich@ryan.com**

This authorization shall remain effective as long as permitted by law or until revoked in writing by the owner.

Property Owner:

DocuSigned by: Brian McAndrews 40D3ED15C6814CA...

Brian McAndrews

9/13/2021 | 12:53:42 PDT

Signature | Printed Name | Date

SVP, Store Development

510-379-2167

Title | Phone Number

I certify that the signature above is a true and correct signature provided as a duly appointed officer or authorized employee of the above referenced company. If a copy of this form is being submitted, I will produce the original form with original signature upon request. If a completed application for changed assessment is attached to this authorization, I certify that a copy has been forwarded to applicant named in this application.

RYAN, LLC.

By: Jasmin

Date: 11/10/23

GROCERY OUTLET

See Attached

Attachment: 24-09 Grocery Outlet as Leasee (10655 : Assessment Appeal 24-09)

Site Name	Parcel Acct Num	Parcel Assessee	Parcel Assessor Name
GROCERY OUTLET/133	092A-0900-001-02	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/138	077 -0556-057-06	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/280	073-0413-033-02	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/3	009-0702-001-01	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/33	531 -0026-040-11	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/35	098-0290-002-07	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/161	035-250-058	Grocery Outlet as Lessee	Butte Co Assessor
GROCERY OUTLET/178	007-270-018	Grocery Outlet as Lessee	Butte Co Assessor
Grocery Outlet/390	005-270-006-000	Grocery Outlet as Lessee	Colusa Co Assessor
GROCERY OUTLET/181	126-272-005-3	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/268	074-480-002-000	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/297	120-270-074-400	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-034	Grocery Outlet, Lessee	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-035	Thomas Brentwood LLC	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-043-0	SBS Farms LLC	Contra Costa Co Assessor
GROCERY OUTLET/65	411-281-023-1	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/62	118-110-002-000	Grocery Outlet as Lessee	Del Norte County Assessor
GROCERY OUTLET/285	202-121-083-000	Grocery Outlet as Lessee	Humboldt Co Assessor
GROCERY OUTLET/313	509-181-058-000	Grocery Outlet as Lessee	Humboldt Co Assessor
GROCERY OUTLET/110	010-026-360-000	Grocery Outlet as Lessee	Lake Co Assessor
GROCERY OUTLET/132	025-521-440-000	Grocery Outlet as Lessee	Lake Co Assessor
GROCERY OUTLET/107	105-210-03-11	Grocery Outlet as Lessee	Lassen Co Assessor
GROCERY OUTLET/166	140-211-52	Grocery Outlet as Lessee	Marin Co Assessor
GROCERY OUTLET/166	140-212-03	Grocery Outlet as Lessee	Marin Co Assessor
GROCERY OUTLET/69	001-360-23-00	Grocery Outlet as Lessee	Mendocino Co Assessor
GROCERY OUTLET/69	001-360-27-00	Grocery Outlet as Lessee	Mendocino Co Assessor
Grocery Outlet/381	001-090-051	Grocery Outlet as Lessee	Modoc Co Assessor
GROCERY OUTLET/75	032-055-015-000	Grocery Outlet as Lessee	Monterey County Assessor
GROCERY OUTLET/87	001-044-027-000	Grocery Outlet as Lessee	Placer Co Assessor
GROCERY OUTLET/388 (Quincy)	116-332-010-000	Agree Limited Partnership	Plumas County Assessor
GROCERY OUTLET/244	6309B-018	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/245	1517-001A	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/245	1517-037	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/306	3641-070	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/112	232-290-66	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/177	117-350-02	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/282	081-260-62	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/43	208-190-02	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/139	010-173-220	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/244	005-080-090	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/4	053-234-020	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/130	254-40-016	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/184	841-16-034	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/196	022-25-048	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/231	467-24-111	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/257	00936120	Grocery Outlet as Lessee	Santa Cruz Co Assessor
GROCERY OUTLET/34	067-120-034-000	Grocery Outlet as Lessee	Shasta Co Assessor
GROCERY OUTLET/314	060-601-210	Grocery Outlet as Lessee	Siskiyou Co Assessor
GROCERY OUTLET/169	0069-070-310	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/19	0033-131-260	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/283	0055-170-290	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/10	009-095-015	Grocery Outlet as Lessee	Sonoma Co Assessor
GROCERY OUTLET/167	59-010-105	Grocery Outlet as Lessee	Sutter Co Assessor

Attachment: 24-09 Grocery Outlet as Leasee (10655 : Assessment Appeal 24-09)

COUNTY OF COLUSA, CA

4.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Assessor

FROM: Bob Buckner

SUBJECT: Sitting as the Colusa County Board of Equalization Assessment Appeal Hearing Appeal# APN# Assessed Total Applicant's Opinion 25-03 005-270-006 $5,186,775 $2,593,388 Grocery Outlet as Lessee: Appeal 25-03, APN 005-270-006-000 for value placed on land and improvements for tax year 2024-25.

Sitting as the Colusa County Board of Equalization
Assessment Appeal Hearing

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

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

Detailed Description/Background of request

The applicant, Grocery Outlet as Lessee, is appealing the regular assessment for the 2024 roll, the date of valuation is January 1, 2024. Specifically, the applicant is appealing the following roll valuations.

005-270-006-000	Value on Roll	Applicant's Opinion of Value
Land	750,540	375,270
Improvements	4,436,235	2,218,118
Total	5,186,775	2,593,388

The total difference I value is $2,593,387

The value that is on the roll was based upon a sale that occurred as of 12/19/2019 for a sales consideration of $6,450,000. The previous Assistant Assessor, rather than accept the purchase price of the property, relied on the reported cost of the building and enrolled a total value of $4,837,500, or 75% of the purchase price. This value has increased to the current value of $5,186,775 which is now being appealed by the

applicant.

Prior Board Action

None

Fiscal Impact/Funding Source

Not Applicable

Action for the Clerk

Notify applicant of Board Decision, include Ryan LLC. of findings.

ATTACHMENTS:

- 25-03 Grocery Outlet as Lessee (PDF)

BOE-305-AH (P1) REV. 11 (05-22)

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

RECEIVED
NOV 21 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICATION NUMBER: Clerk Use Only
25-03

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME	EMAIL ADDRESS
Grocery Outlet as Lessee	

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
5650 Hollis St

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Emeryville	CA	94608			

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
Jasmin Varjavand	ptsconsulting@ryan.com

COMPANY NAME
Ryan, LLC

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INTITAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
P.O. Box 4549

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Carlsbad	CA	92018	510-452-6906		

AUTHORIZATION OF AGENT ☒ **AUTHORIZATION ATTACHED**

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE ▶	TITLE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

☐ Yes ☒ No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER	ASSESSMENT NUMBER	FEE NUMBER
005-270-006-000		
ACCOUNT NUMBER	**TAX BILL NUMBER**	

PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate
435 Vada Ct, Williams	

PROPERTY TYPE ☑

- ☐ SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- ☐ MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- ☒ COMMERCIAL/INDUSTRIAL
- ☐ BUSINESS PERSONAL PROPERTY/FIXTURES
- ☐ AGRICULTURAL
- ☐ MANUFACTURED HOME
- ☐ WATER CRAFT
- ☐ OTHER: _____
- ☐ POSSESSORY INTEREST
- ☐ VACANT LAND
- ☐ AIRCRAFT

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	$750,540	$375,270	
IMPROVEMENTS/STRUCTURES	$4,436,235	$2,218,118	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	$5,186,775	$2,593,388	
PENALTIES (amount or percent)			

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 25-03 Grocery Outlet as Lessee (10656 : Assessment Appeal 25-03)

BOE-305-AH (P2) REV. 11 (05-22)

5. TYPE OF ASSESSMENT BEING APPEALED ☑ ***Check only one. See instructions for filing periods***

☒ REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

☐ SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____

☐ ROLL CHANGE ☐ ESCAPE ASSESSMENT ☐ CALAMITY REASSESSMENT ☐ PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____

***Must attach copy of notice or bill, where applicable** ***Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) ***See instructions before completing this section.***

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE
☒ The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP
☐ 1. No change in ownership occurred on the date of _____.
☐ 2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION
☐ 1. No new construction occurred on the date of _____.
☐ 2. Base year value for the completed new construction established on the date of _____ is incorrect.
☐ 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT
☐ Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
☐ 1. All personal property/fixtures.
☐ 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT
☐ Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION
☐ 1. Classification of property is incorrect.
☐ 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
☐ 1. Amount of escape assessment is incorrect.
☐ 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER
☐ Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS ($_____ per_____)
☐ Are requested. ☒ Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND ***See instructions.***
☒ Yes ☐ No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
▶ Jasmin Vajiavand	Oakland, CA	11/13/24

NAME (Please Print)
Jasmin Vajiavand

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

☑ ☐ OWNER ☒ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED
☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Attachment: 25-03 Grocery Outlet as Lessee (10656 : Assessment Appeal 25-03)

LETTER OF AUTHORIZATION
FOR PROPERTY TAX REPRESENTATION

See Attached

Property Owner

See Attached

Subject Property

See Attached, CA

Jurisdiction and State

2021, 2022, 2023, 2024

Calendar Years

This letter authorizes Ryan, LLC and its affiliate, Ryan Tax Compliance Services, LLC to represent the above-named property as its property tax agent in the jurisdiction and state named above. This authorization includes but is not limited to: filing property renditions or returns; signing and filing appeals; examining all property tax records; and, appearances before the assessor, boards of equalization or review, or other governmental agencies responsible for the assessment of property.

If there are any questions concerning this authorization please contact the following: **Ryan LLC, Brenda Goodrich , P.O. Box 4549, Carlsbad CA 92018, (510)452-6903, Brenda.Goodrich@ryan.com**

This authorization shall remain effective as long as permitted by law or until revoked in writing by the owner.

Property Owner:

DocuSigned by: Brian McAndrews 40D3ED15C6814CA...

Brian McAndrews

9/13/2021 | 12:53:42 PDT

Signature | Printed Name | Date

SVP, Store Development

510-379-2167

Title | Phone Number

I certify that the signature above is a true and correct signature provided as a duly appointed officer or authorized employee of the above referenced company. If a copy of this form is being submitted, I will produce the original form with original signature upon request. If a completed application for changed assessment is attached to this authorization, I certify that a copy has been forwarded to applicant named in this application.

RYAN, LLC.

By: Jasmin

Date: 11/10/23

GROCERY OUTLET

See Attached

Attachment: 25-03 Grocery Outlet as Lessee (10656 : Assessment Appeal 25-03)

Site Name	Parcel Acct Num	Parcel Assessee	Parcel Assessor Name
GROCERY OUTLET/133	092A-0900-001-02	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/138	077 -0556-057-06	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/280	073-0413-033-02	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/3	009-0702-001-01	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/33	531 -0026-040-11	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/35	098-0290-002-07	Grocery Outlet as Lessee	Alameda Co Assessor
GROCERY OUTLET/161	035-250-058	Grocery Outlet as Lessee	Butte Co Assessor
GROCERY OUTLET/178	007-270-018	Grocery Outlet as Lessee	Butte Co Assessor
Grocery Outlet/390	005-270-006-000	Grocery Outlet as Lessee	Colusa Co Assessor
GROCERY OUTLET/181	126-272-005-3	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/268	074-480-002-000	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/297	120-270-074-400	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-034	Grocery Outlet, Lessee	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-035	Thomas Brentwood LLC	Contra Costa Co Assessor
GROCERY OUTLET/440 (Brentwood)	016-170-043-0	SBS Farms LLC	Contra Costa Co Assessor
GROCERY OUTLET/65	411-281-023-1	Grocery Outlet as Lessee	Contra Costa Co Assessor
GROCERY OUTLET/62	118-110-002-000	Grocery Outlet as Lessee	Del Norte County Assessor
GROCERY OUTLET/285	202-121-083-000	Grocery Outlet as Lessee	Humboldt Co Assessor
GROCERY OUTLET/313	509-181-058-000	Grocery Outlet as Lessee	Humboldt Co Assessor
GROCERY OUTLET/110	010-026-360-000	Grocery Outlet as Lessee	Lake Co Assessor
GROCERY OUTLET/132	025-521-440-000	Grocery Outlet as Lessee	Lake Co Assessor
GROCERY OUTLET/107	105-210-03-11	Grocery Outlet as Lessee	Lassen Co Assessor
GROCERY OUTLET/166	140-211-52	Grocery Outlet as Lessee	Marin Co Assessor
GROCERY OUTLET/166	140-212-03	Grocery Outlet as Lessee	Marin Co Assessor
GROCERY OUTLET/69	001-360-23-00	Grocery Outlet as Lessee	Mendocino Co Assessor
GROCERY OUTLET/69	001-360-27-00	Grocery Outlet as Lessee	Mendocino Co Assessor
Grocery Outlet/381	001-090-051	Grocery Outlet as Lessee	Modoc Co Assessor
GROCERY OUTLET/75	032-055-015-000	Grocery Outlet as Lessee	Monterey County Assessor
GROCERY OUTLET/87	001-044-027-000	Grocery Outlet as Lessee	Placer Co Assessor
GROCERY OUTLET/388 (Quincy)	116-332-010-000	Agree Limited Partnership	Plumas County Assessor
GROCERY OUTLET/244	6309B-018	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/245	1517-001A	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/245	1517-037	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/306	3641-070	Grocery Outlet as Lessee	San Francisco Co Assessor
GROCERY OUTLET/112	232-290-66	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/177	117-350-02	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/282	081-260-62	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/43	208-190-02	Grocery Outlet as Lessee	San Joaquin Co Assessor
GROCERY OUTLET/139	010-173-220	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/244	005-080-090	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/4	053-234-020	Grocery Outlet as Lessee	San Mateo Co Assessor
GROCERY OUTLET/130	254-40-016	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/184	841-16-034	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/196	022-25-048	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/231	467-24-111	Grocery Outlet as Lessee	Santa Clara Co Assessor
GROCERY OUTLET/257	00936120	Grocery Outlet as Lessee	Santa Cruz Co Assessor
GROCERY OUTLET/34	067-120-034-000	Grocery Outlet as Lessee	Shasta Co Assessor
GROCERY OUTLET/314	060-601-210	Grocery Outlet as Lessee	Siskiyou Co Assessor
GROCERY OUTLET/169	0069-070-310	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/19	0033-131-260	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/283	0055-170-290	Grocery Outlet as Lessee	Solano County Assessor
GROCERY OUTLET/10	009-095-015	Grocery Outlet as Lessee	Sonoma Co Assessor
GROCERY OUTLET/167	59-010-105	Grocery Outlet as Lessee	Sutter Co Assessor

Attachment: 25-03 Grocery Outlet as Lessee (10656 : Assessment Appeal 25-03)

Company Name	Site Name	Parcel Acct Num	Parcel Assessor Name
GROCERY OUTLET, INC.	Grocery Outlet/390	005-270-006-000	Colusa County

Attachment: 25-03 Grocery Outlet as Lessee (10656 : Assessment Appeal 25-03)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Equitable Sharing Agreement and Certifications for years 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

Ratify Equitable Sharing Agreement and Certifications with the **Department of Justice** for years 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

Detailed Description/Background of request

The Department of Justice (DOJ) granted Colusa County funds through the Asset Forfeiture Program for the Narcotics Enforcement Team several years ago. The program ended in 2019, but the funds were never used. Now, to access the money, the DOJ requires updated Equitable Sharing Agreements for multiple years.

Because of the DOJ's system, all agreements had to be submitted at once to avoid lengthy delays. The DOJ representative guided the process by phone, confirming that each year's form needed to be checked off before releasing the next. No formal signatures were made- only the Sheriff's and Board Chair's information were entered.

This bulk submission ensures the County can finally use the funds as soon as possible, in line with DOJ's request for prompt spending.

Staff requests ratification of the Equitable Sharing Agreement and Certifications for the years of 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

Prior Board Action

A similar agreement was approved by the Board in 2018.

Fiscal Impact/Funding Source

The Sheriff's Office will receive funding in the amount of $20,442.04

Action for the Clerk

Number each agreement and notify Lieutenant Jose Ruiz once complete.

ATTACHMENTS:

- Equitable Sharing Agreement_2019 (PDF)

- Equitable Sharing Agreement_2020 (PDF)
- Equitable Sharing Agreement_2021 (PDF)
- Equitable Sharing Agreement_2022 (PDF)
- Equitable Sharing Agreement_2023 (PDF)
- Equitable Sharing Agreement_2024 (PDF)
- Equitable Sharing Agreement_2025 (PDF)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2019 **Agency FY 2020 Budget:** $216,232.08

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,414.18	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$6.12	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$6.12	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,420.30	$0.0

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2019 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2019 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2019 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2019 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2020 **Agency FY 2021 Budget:** $237,121.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,420.30	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$6.15	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$6.15	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,426.45	$0.0

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2020 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2020 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2020 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2020 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2021 **Agency FY 2022 Budget:** $251,375.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,426.45	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$6.12	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$6.12	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,432.57	$0.0

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2021 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2021 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2021 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2021 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2022 **Agency FY 2023 Budget:** $358,240.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,432.57	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$3.50	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$3.50	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,436.07	$0.0

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2022 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2022 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2022 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2022 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2023 **Agency FY 2024 Budget:** $336,976.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,436.07	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$2.05	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$2.05	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,438.12	$0.0

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2023 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2023 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2023 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2023 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2024 **Agency FY 2025 Budget:** $278,476.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,438.12	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$2.05	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$2.05	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,440.17	$0.0

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2024 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2024 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2024 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2024 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CAEQ00610
Agency Name: Colusa County Narcotic Enforcement Team **Type:** Task Force
Mailing Address: 929 Bridge Street
Colusa, CA 95932

Agency Finance Contact
Name: Pastorino, James
Phone: 5304580209 **Email:** jpastorino@colusasheriff.com

Jurisdiction Finance Contact
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

ESAC Preparer
Name: Ruiz, Jose
Phone: 530-870-1989 **Email:** jruiz@countyofcolusaca.gov

FY End Date: 06/30/2025 **Agency FY 2026 Budget:** $277,803.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$20,440.17	$0.0
2	Equitable Sharing Funds Received	$0.00	$0.0
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.0
4	Other Income	$0.00	$0.0
5	Interest Income	$1.87	$0.0
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$1.87	$0.0
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.0
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$20,442.04	$0.0

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.0
b	Training and Education	$0.00	$0.0
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.0
d	Law Enforcement Equipment	$0.00	$0.0
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.0
f	Contracts for Services	$0.00	$0.0
g	Law Enforcement Travel and Per Diem	$0.00	$0.0
h	Law Enforcement Awards and Memorials	$0.00	$0.0
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.0
j	Overtime	$0.00	$0.0
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.0
l	Salaries	$0.00	$0.0
m	Non-Categorized Expenditures	$0.00	$0.0
	Total	$0.00	$0.0

Attachment: Equitable Sharing Agreement_2025 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Members of the Task Force

Agency Name	NCIC/ORI/Tracking Number

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Wiese, Brianne
Company: Principal, Assurance State and Local Government
Phone: 310-592-3940 **Email:** brianne.wiese@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Attachment: Equitable Sharing Agreement_2025 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Attachment: Equitable Sharing Agreement_2025 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Garofalo, Joe
Title: Sheriff Coroner Colusa County
Email: jgarofalo@colusasheriff.com

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Smith, Daurice K.
Title: Chairman
Email: dkalfsbeeksmith@countyofcolusaca.gov

Signature: Submitted Electronically Date: 08/28/2025

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☒ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Submitted Electronically on 08/28/2025

Attachment: Equitable Sharing Agreement_2025 (10828 : Ratify Equitable Sharing Agreements with Department of Justice)

COUNTY OF COLUSA, CA

5.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

SUBJECT: Approve Purchase of Dell extended support services and warranty for IT equipment.

Approve Purchase of **Dell** extended support services and warranty for IT equipment.

Detailed Description/Background of request

The Information Technology (IT) Department is requesting to purchase extended services and warranties through Dell Marketing for multiple servers and tape backup devices for Department of Health and Human Services, Sheriff's Office, and IT departments. This extended support services and warranties will extend our current hardware support for 1 year. Purchased extended service gives Colusa County priority service in the case of hardware malfunction.

Under section 7.1.2 of the County's Purchasing Policy, this budgeted purchase must be submitted to the Board of Supervisors for approval because it is for services and exceeds $10,000 in value.

The applicable Purchase Order, if approved, is 40909252025.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted: HHS -$4,310.44, CCSO- $665.77, IT-$5,659.84

Action for the Clerk

Please have Purchasing Agent sign the Purchase Order and return to Rick Luigard.

ATTACHMENTS:

- Copy of Dell Extended Service - Dept Breakdown (PDF)
- PO_40909252025 Dell Extended Services (PDF)

Current Equipment Information		Extended Service Information					
Asset	Agreement ID	Service Contract Description	SKU	NCSD	NCED	PAD	Dept
B9ZYS72	107002557	ProSupport: Next Business Day Onsite Service	806-8703	3/12/26	3/11/27	526.03	HHS
B9ZYS72	107002557	ProSupport: 7x24 HW / SW Tech Support and Assistance	828-7824	3/12/26	3/11/27	287.46	HHS
D9ZYS72	107002557	ProSupport: Next Business Day Onsite Service	806-8703	3/12/26	3/11/27	526.02	HHS
D9ZYS72	107002557	ProSupport: 7x24 HW / SW Tech Support and Assistance	828-7824	3/12/26	3/11/27	287.46	HHS
GS4GN83		ProSupport: Next Business Day On-Site Service After Problem Diagnosis	828-3889	1/6/26	1/5/27	517.65	HHS
GS4GN83		ProSupport: 7x24 HW/SW Technical Support and Assistance	828-3877	1/6/26	1/5/27	1365.32	HHS
75GR7V3	106875167	ProSupport 7x24 Technical Support and Assistance	859-4630	2/16/26	2/15/27	478.03	HHS
75GR7V3	106875167	ProSupport Next Business Day Onsite Service After Problem Diagnosis	859-4614	2/16/26	2/15/27	322.47	HHS
78LN903	14870365	ProSupport: Next Business Day On-Site Service After Problem Diagnosis	816-3906	11/15/25	10/24/26	399.63	CCSO
78LN903	14870365	ProSupport: 7x24 HW/SW Technical Support and Assistance	816-3921	11/15/25	10/24/26	266.14	CCSO
HMYPW52		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Variable	254-BBDR	9/26/25	9/25/26	541.25	IT
JKG0X52		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Variable	254-BBDR	10/7/25	10/6/26	660.06	IT
HMYNW52		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Variable	254-BBDR	9/26/25	9/25/26	660.06	IT
70C0ND2		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Variable	254-BBDR	11/19/25	11/18/26	942.56	IT
70C1ND2		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Variable	254-BBDR	11/19/25	11/18/26	1149.46	IT
1R0BR52		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Reinstate	254-BBDQ	9/19/25	9/18/26	749.4	IT
2J6KV12		Post Standard Support and Next Business Day On-Site Service After Problem Diagnosis Reinstate	254-BBDQ	9/19/25	6/19/26	957.05	IT
						10636.05	

Row Labels	Sum of PAD
CCSO	$ 665.77
HHS	$ 4,310.44
IT	$ 5,659.84
(blank)	
Grand Total	**$ 10,636.05**

Attachment: Copy of Dell Extended Service - Dept Breakdown (10842 : Purchase Order No. 40909252025

Pricing valid for 90 Days

Purchase Order Requirements
Please remember to include the following information: - Billing address - Shipping address, including a contact name & phone number - Payment Terms- should be based on customer 897478 on the quote - A total dollar amount - An authorizing signature Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Attachment: Copy of Dell Extended Service - Dept Breakdown (10842 : Purchase Order No. 40909252025

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Attachment: Copy of Dell Extended Service - Dept Breakdown (10842 : Purchase Order No. 40909252025

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

Purchase Order No.
40909252025

PURCHASE ORDER

VENDOR	Dell Marketing LP
NAME	
ADDRESS	One Dell Way
	Round Rock, TX. 78682
PHONE	
EMAIL	Alcides.Correa@dell.com

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

DELIVERY ADDRESS	
	Colusa County Purchasing
Contact	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
9/26/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1			Dell extended warranty - CCSO		$665.77
1			Dell extended warranty - HHS		$4,310.44
1			Dell extended warranty - IT		$5,659.84

SUBTOTAL	$10,636.05
DELIVERY	
CA Sales Tax .0875%	
TOTAL	$10,636.05

BASED ON ATTACHED QUOTE #
3000194112699.4

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO_40909252025 Dell Extended Services (10842 : Purchase Order No. 40909252025 with Dell Marketing for Information

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Ricky Luigard

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

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

Detailed Description/Background of request

The Sheriff's Office is requesting authorization to purchase ninety-seven (97) Spartan mattresses and pillows from Bob Barker Company for the new jail facility. Bob Barker Company is the current supplier of the department's existing mattresses and is the sole manufacturer of the Ripstop Polyester Spartan mattress line, which has been specifically designed for correctional environments to enhance durability, safety, and sanitation.

The Sheriff's Office has found these mattresses to be of exceptional quality and performance, with proven longevity and resilience. Procuring identical products ensures consistency, compatibility with existing bedding systems, and reduced maintenance and replacement costs over time.

Due to the specialized nature of the Spartan mattress and the urgency to outfit the new jail facility within the opening timeline, staff recommends the Board find that Bob Barker Company qualifies as a sole source vendor under Policy 401, Section 5.2. Staff further recommends waiving the competitive bidding process and approving Purchase Order No. 48009242025B in the amount of $11,992.10 to Bob Barker Company, and authorizing the Purchasing Agent to execute the Purchase Order.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted: Jail Project 7360

Action for the Clerk

Please have Purchasing Agent sign the Purchase Order and return to Rick Luigard in Purchasing.

ATTACHMENTS:

- PO_48009242025B BobBaker Matresses new Jail (PDF)
- Quote_EST0150651 (PDF)

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

Purchase Order No.
48009242025B

PURCHASE ORDER

VENDOR	Bob Barker Company
NAME	
ADDRESS	7925 Purfoy Rd.
	Fuquay-Varina, NC. 27526
PHONE	800-334-9880
EMAIL	

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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
9/24/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
97	each	SS257545RSP	Matress, SS, Spartan, 25x75x4.5-with Pillows, 1 ea	$98.97	$9,600.09
97	each		California Mattress Fee	$16.00	$1,552.00

BASED ON ATTACHED QUOTE #EST0150651

SUBTOTAL	$11,152.09
DELIVERY	
CA Sales Tax .0875%	$840.01
TOTAL	$11,992.10

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO_48009242025B BobBaker Matresses new Jail (10836 : Approve Purchase Order No. 48009242025B)

BobBarker®

Quote

#EST0150651

7925 Purfoy Rd, Fuquay-Varina NC 27526

Customer Service: 1-800-334-9880 Fax: 800-322-7537
Private Management Customer Service: 888-708-5012

9/24/2025

Ship To

Colusa Co Jail
929 Bridge St
Colusa
CA 95932-2837
United States

Bill To

Colusa Co Jail
929 Bridge St
Colusa
CA 95932-2837
United States

TOTAL

$11,992.10

Expires: 11/8/2025

Expires	Requestor	Sales Rep	Customer
11/8/2025	COLCA0 : Rick Luigard	Kimberley Wall	COLCA0

Quantity	Item	Customer Price	UOM	Extended Price
97	SS257545RSP Mattress, SS, Spartan, 25x75x4.5 - with Pillow, 1 ea	$98.97	EA	$9,600.09
97	Mattress Fee – CA California Mattress Fee	$16.00	EA	$1,552.00

Note: If your item includes the DSC in the description, availability is limited due to product discontinuation and is not returnable. Note: If your item ships directly from the manufacturer, the item is not returnable.

When placing your order, please refer to this quote number.

BBC reserves the right to evaluate and change pricing if quantities are adjusted and/or if this quote expiration date has passed. We also reserve the right to reevaluate pricing based on market conditions.
Fed I.D. # 56-1558062

Subtotal	$11,152.09
Shipping Cost	$0.00
Handling Cost	$0.00
Tax Total	$840.01
Total	$11,992.10

Attachment: Quote_EST0150651 (10836 : Approve Purchase Order No. 4800924202SB)

EST0150651

COUNTY OF COLUSA, CA 5.4

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve a soule source purchase of specialized preservation and storage materials for the Colusa County Clerk-Recorder/Elections office through Kofile with a total cost of $44,956.71

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

Detailed Description/Background of request

The Clerk-Recorder/Elections Office has identified several preservation and storage needs that must be addressed immediately. First, the purchase of vertical plat cabinets is required to properly store plat maps in a manner that minimizes damage and significantly reduces back strain for staff. Second, the Office has identified historic Indentured Servant papers in need of preservation and digitization. Third, Book 1 of the Great Registrars requires preservation, with additional Great Registrars to be addressed in the future. Finally, additional plat binders are needed, as the Office has run out of storage capacity for these records.

These preservation and storage materials are only available through Kofile, the sole source vendor specializing in archival-quality products and services that meet preservation standards.

Pursuant to Policy 401, section 5.2, the Board may waive the competitive bidding process and approve this sole source purchase because of the specialized nature of the products and its determination that competitive bidding would not be in the public interest.

Staff requests to waive the competitive bidding process and approve the purchase of preservation and storage materials for the Colusa County Clerk-Recorder/Elections office through **Kofile** with a total cost of $44,956.71 due to the specialized nature of the products and the fact that it competitive bidding in this case would not be in the public interest.

Prior Board Action

None.

Fiscal Impact/Funding Source
Budgeted. This will not impact the general fund and will be reimbursed by the Trust Fund Account.

Action for the Clerk
Please obtain signature of Purchasing Agent and return to Rick Luigard in Purchasing.

ATTACHMENTS:

- PO_57009292025 Shelves Kofile (PDF)
- Colusa County PRV Shelving Proposal 09_08_2025 (PDF)

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

Purchase Order No.
57009292025

PURCHASE ORDER

VENDOR	Kofile
NAME	Angelique Nasser
ADDRESS	6300 Cedar Springs Rd
	Dallas, TX. 75235
PHONE	241-442-6668
EMAIL	angelique.nasser@kofile.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	**Rick Luigard**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
9/30/2025	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
6	each		Plat Binders	$445.50	$2,673.00
1	each		Datum 4 Post Static Shelv ing Unit - 101.75"H x 20"D x 42"W; Six Shelv es	$1,870.00	$1,870.00
1	each		4-Tier Map Cabinet with 1,200 Mylar Sleev es, 400 Hangers & 1,200 Barrier Paper (2,400 map capacity)	$25,220.00	$25,220.00
55	each		Indentured Serv ants (1860-1862) - Preserv ation, Imaging & Microfilm	$19.06	$1,048.25
480	each		Great Register Vol. 1 (1866-1877) - Preserv ation, Imaging & Microfilm	$11.04	$5,299.20

SUBTOTAL	$36,110.45
DELIVERY and INSTALLATION	$6,242.00
CA Sales Tax .0875%	$2,604.26
TOTAL	$44,956.71

BASED ON ATTACHED PROPOSAL
Dated 9-8-2025

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:

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO_57009292025 Shelves Kofile (10851 : Approve Purchase Order No.57009292025)

September 8, 2025

Honorable Cristy J. Edwards
Colusa County Clerk-Recorder

Preservation & Digitization, Plat Binders, Map Cabinet & Supplies, Book Shelving, Delivery & Installation

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.57009292025)

SUBMITTED BY:
Angelique Nasser
Account Executive
angelique.nasser@kofile.com
916.266.3292

Kofile

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Dear Hon. Cristy J. Edwards,

This proposal addresses Colusa County historical records and associated shelving and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing services, imaging, plat binders, shelving and shelving installation. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. This assessment also contains photographic documentation of the volumes in their current state. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Colusa County Clerk-Recorder's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

Broken Book Block
Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks
Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives
The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"— all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."1

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal
Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

Non-Archival Quality Materials
The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Red inks smear first, then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exampled above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.



A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.



After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.



A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.



A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After de-acidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid,

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.



Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™ , US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

ARCHIVAL RECORDER BINDERS

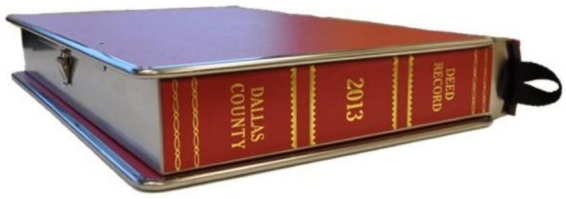
Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Colusa County Clerk-Recorder is notified. Any changes are approved by Colusa County Clerk-Recorder. Tooling is performed with 23-karat gold foil.

Disaster Safe Binder™ (DSB)



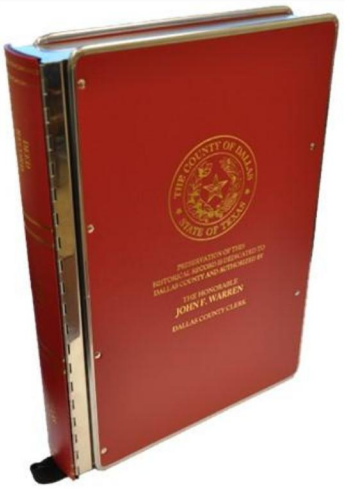
The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.

The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

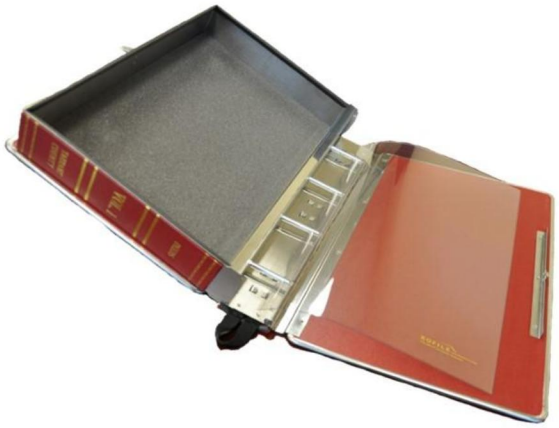


Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Colusa County Clerk-Recorder. This is Kofile's commitment of value and service to its customers.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.

Other DSB Features Include:
Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

Support to the Book Block—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.



Microclimate—The DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features, protect the contained pages in extreme temperatures.

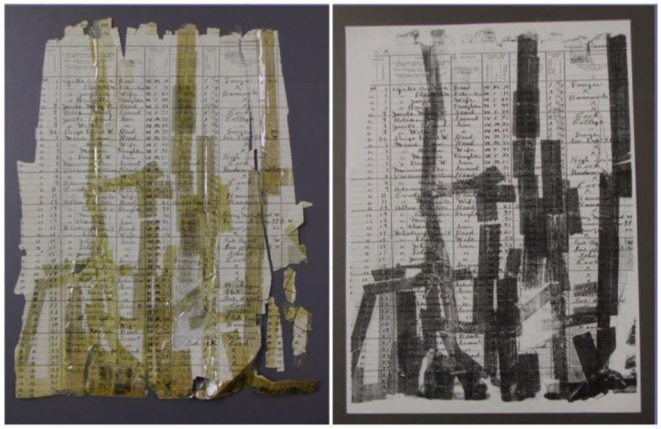
Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is

not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

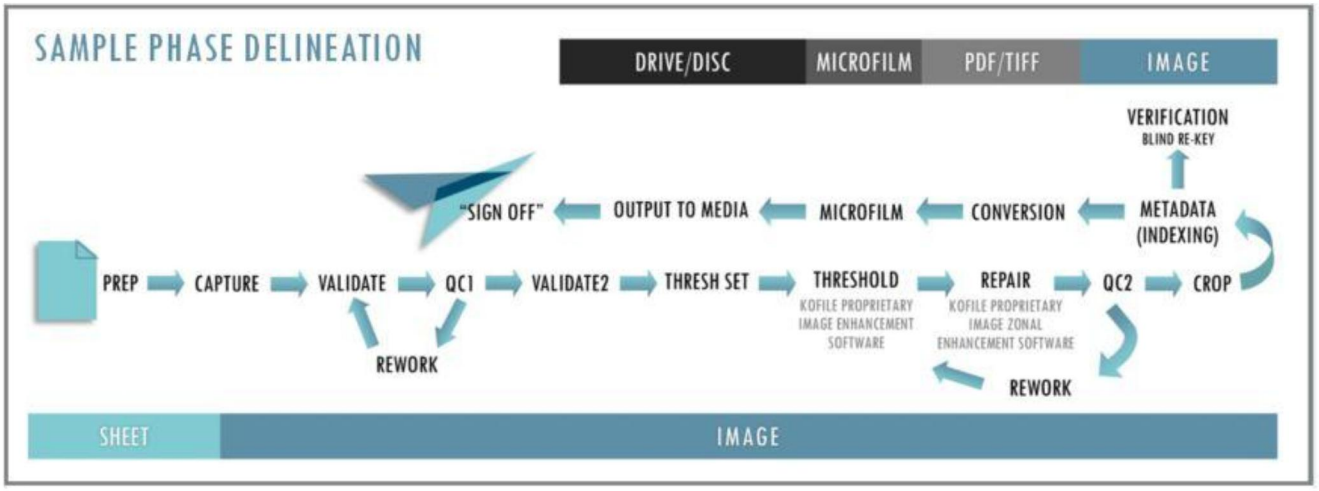


What would this image look like if scanned "AS IS?" *Imaging WITHOUT Conservation*

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access. Security backups are captured on archival microfilm with a Life Expectancy (LE) of 500 years.

Kofile's services are unique because materials are addressed according to their conditions and fold endurances without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013.

IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

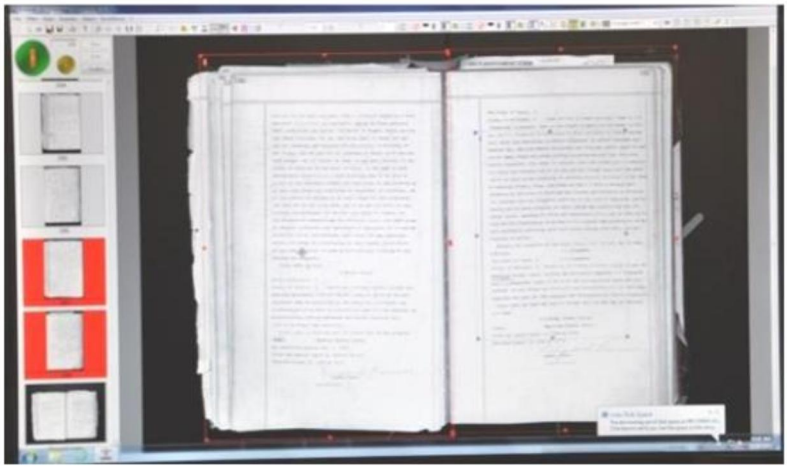
Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

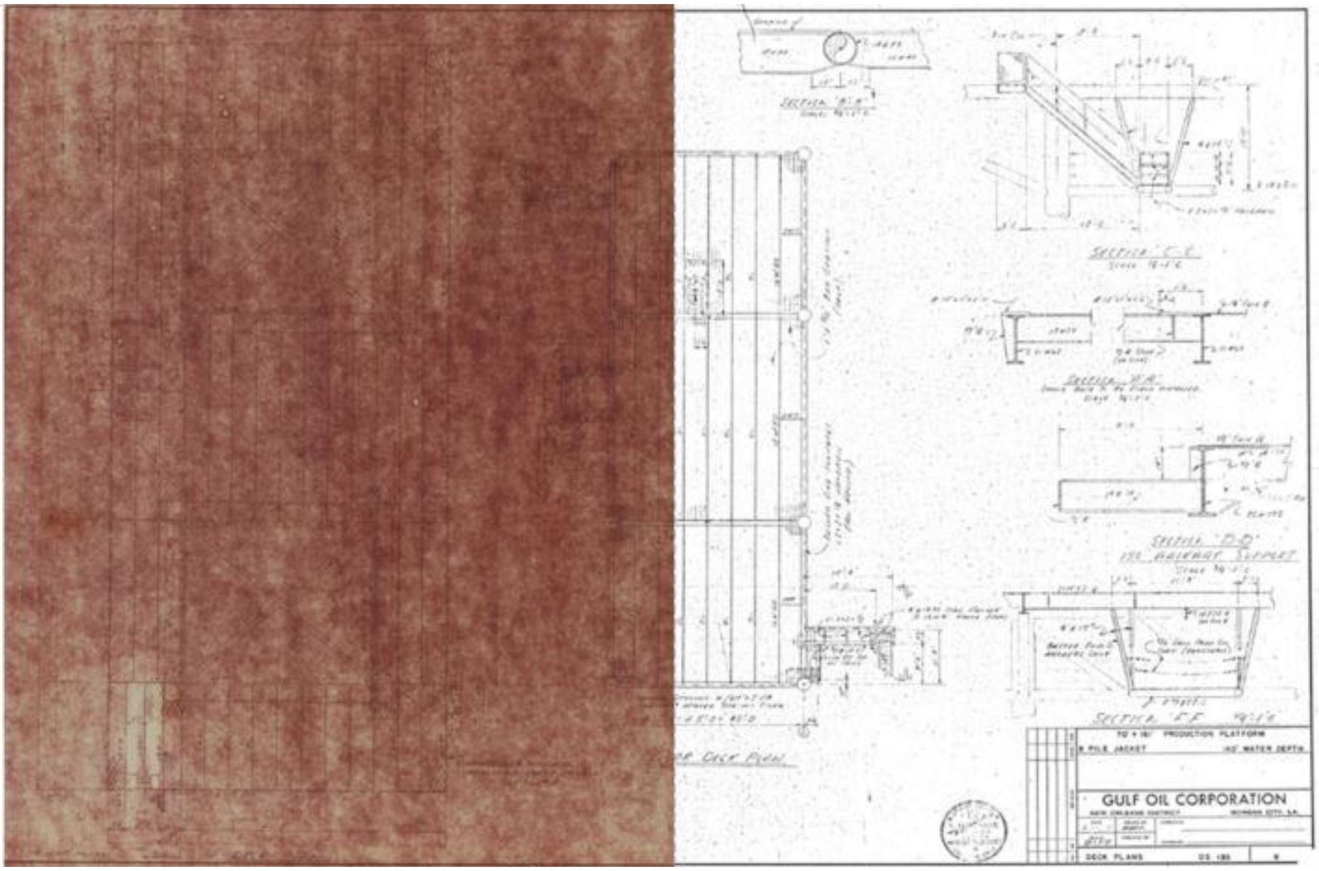


If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC**. Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Colusa County Clerk-Recorder can receive an image log noting the steps employed.

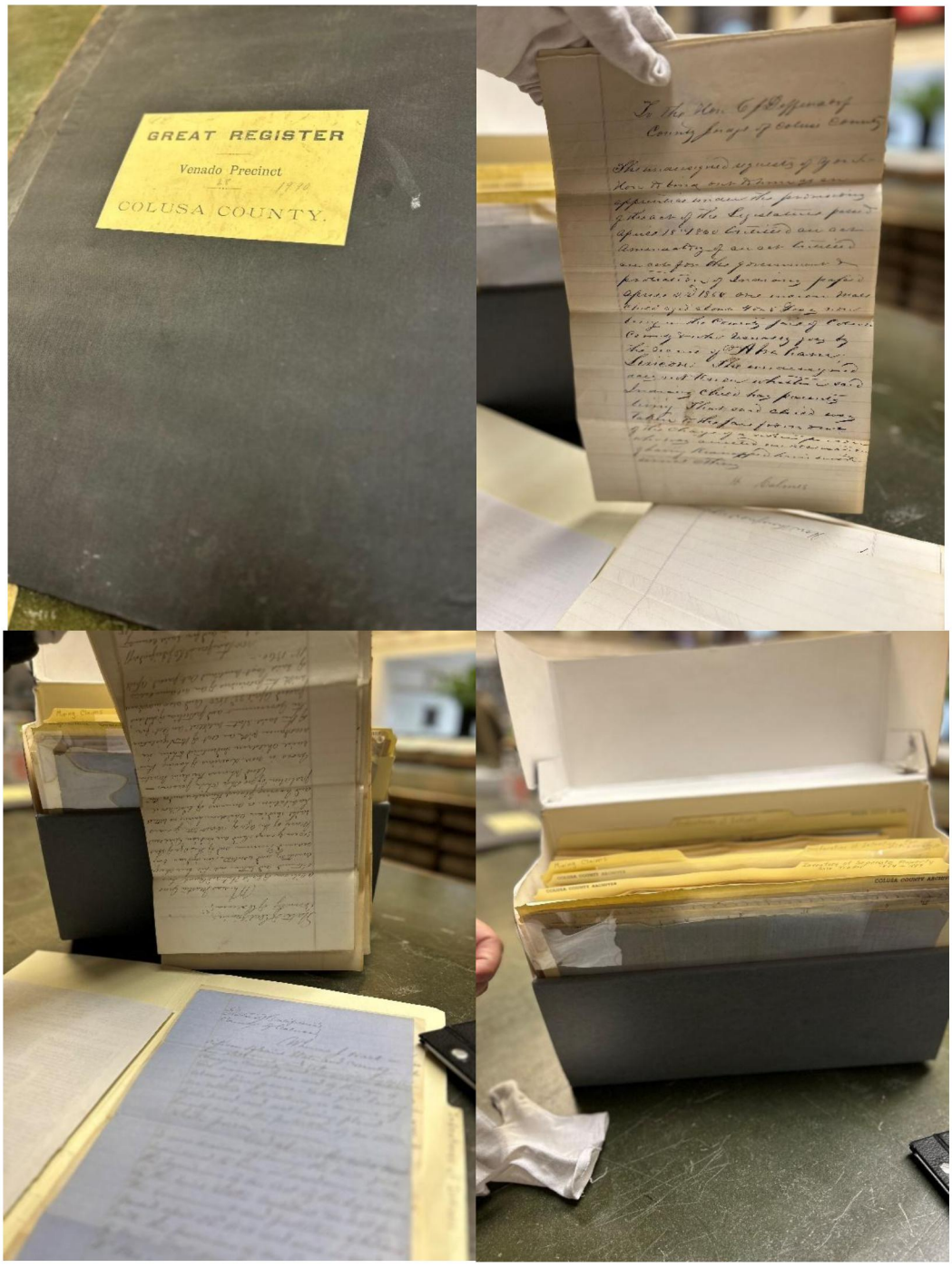
Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.57009292025)

© Kofile, Inc. All rights reserved.

PHOTOGRAPHIC DOCUMENTATION



Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.57009292025)

© Kofile, Inc. All rights reserved.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as bi-tonal images in a Group IV TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) by book, volume, and page. Case files are named by case number. Plats are named by cabinet and slide.
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202S)

© Kofile, Inc. All rights reserved.

- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.
- Colusa County Clerk-Recorder receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).

Archival Microfilm (MM)

- Archival silver microfilm is produced in 16mm from the newly processed digital images.

CUSTOM 4-TIER "CAL CABS" MAP CABINETS:

- FRAME: The Map Cabinet frame is constructed of 1¼" square steel tubing and MIG welded at all corners and cross bracing. The frame is powder coated in the standard Mist Green color. Each frame unit contains four shelves on which the hanger mechanism (or track system) is attached.
- TRACK SYSTEM: The track system is constructed of a molded "High Impact Styrene" and should not rust or oxidize to guard against the jamming of the hanger bars. Tracks are numbered to correspond to a matching number on the "T" hanger.
- "T" HANGER BAR: The "T" hanger is made with an extruded, rigid polymer with a "self-lubricating" effect when sliding in and out of the molded track system. Each "T" hanger has four (4) ¼"- diameter holes for mounting the map envelopes and are spaced 8"-7"-8"). Each is numbered to correspond to a matching number on the track system, making re-filing easy and error free.
- TOP: All units have tops that are "flush fitted" on the back and both sides. The units have the capability to be fastened to the wall (for an earthquake zone) and join side-to-side with other units.
- SEISMI CODES: Kofile pre-drills all cabinets to ensure ease of attachment to each other (sides) and attachment to the walls. Kofile ensures that the system and the system installation pass all California Seismic Codes.
- Delivery and installation of one (1) map cabinet at County site. Delivery to be coordinated with County.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

Datum 4Post™ Archival Shelving System

Supplementary 4Post™ Shelving System for the new binders. Each unit contains six (6) shelves and measures 101.75"H x 20"D x 42"W. Pricing includes over-the-threshold delivery and installation. Each unit has a max capacity of approx. 55 binders (dependent on binder capacity).

Paint Finish

The 4Post™ Shelving is available in a textured powder-coated finish with a variety of colors. All steel parts are thoroughly cleaned using a three-stage iron phosphate washer and then coated with an Epoxy-Hybrid powder coat finishing using a state-of-the-art electrostatic paint system. Powder coating provides a superior, attractive, uniform finish that is more durable, scratch and corrosion resistant, and environmentally friendly than liquid paint. Kofile only uses the most advanced painting technologies that are EPA tested and approved. The powder coat is solvent free and environmentally safe.

Quality Assurance Plan

Kofile staff complete installation. We do not leave behind debris for the County to address. Before installation, Kofile checks the delivery inventory for errors and damage. Each component is inspected. After assembly, each shelf is cleaned, and volumes are installed. Kofile guarantees to exceed the County's expectations for quality and excellence.

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929205)

© Kofile, Inc. All rights reserved.

PROJECT PRICING

Note that prices for the inventory herein are good for 90 days from the date of this proposal. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and conditions per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Colusa County Clerk-Recorder Product Pricing Overview			
Product	**Quantity**	**Unit Price**	**Estimated Total**
Plat Binders	6	$ 445.50	$ 2,673.00
Datum 4 Post Static Shelving Unit - 101.75"H x 20"D x 42"W; Six Shelves	1	$ 1,870.00	$ 1,870.00
4-Tier Map Cabinet with 1,200 Mylar Sleeves, 400 Hangers & 1,200 Barrier Paper (2,400 map capacity)	1	$ 25,220.00	$ 25,220.00
Indentured Servants (1860-1862) - Preservation, Imaging & Microfilm	55	$ 19.06	$ 1,048.25
Great Register Vol. 1 (1866-1877) - Preservation, Imaging & Microfilm	480	$ 11.04	$ 5,299.20
		Subtotal	$ 36,110.45
		Estimated Tax on Products @ 8.75%	$ 2,604.26
		Estimated Shipping for Map Binders	$ 200.00
		Estimated Delivery & Installation for Book Shelving & Map Cabinet	$ 6,042.00
		TOTAL	**$ 44,956.71**

This proposal shall be governed by the terms of use found at https://kofile.com/termsandconditions.
Billing Terms: Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery.
Check box if a customer P.O. Number will be required for Kofile to bill. ❑

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Colusa County Clerk-Recorder is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Colusa County Clerk-Recorder. This policy applies to any agreement, verbal or written, between Colusa County Clerk-Recorder and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Colusa County Clerk-Recorder. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Colusa County Clerk-Recorder and to working together for the preservation and access of its public and historical assets.

Sincerely,

Angelique Nasser
Angelique Nasser
c: 916.266.3292
e: angelique.nasser@kofile.com

Attachment: Colusa County PRV Shelving Proposal 09_08_2025 (10851 : Approve Purchase Order No.5700929202 5)

© Kofile, Inc. All rights reserved.

COUNTY OF COLUSA, CA 6.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Community Development Department

FROM: Xzandrea Fowler

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

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

Background

The California Fire Code (CFC) is the primary code used to regulate and enforce fire safety standards in California. Every three years, as part of the California Building Standards Code, the State of California amends CFC based on the International Fire Code (IFC). The 2025 CFC is based on the 2024 IFC and includes California-specific amendments to enhance safety and consistency. The State most recently published the adopted revisions to the CFC on July 1, 2025, which go into effect on January 1, 2026.

State law (Health and Safety Code Section 13869.7) states that any fire protection district that proposes to adopt an ordinance that includes standards that are more stringent than those adopted in the CFC must make specific findings that the increased standards are reasonably necessary because of local climatic, geological, or topographical conditions. The Health and Safety Code also requires that the proposed ordinance, along with the findings, be forwarded to the city or county where the ordinance applies to allow said city or county to provide the district with written comments.

The Williams Fire Protection Authority (Authority) sent its ordinance and findings to the County for Board review and ratification. The Board of Supervisors may ratify, modify, or deny the ordinance, and staff must notify the Authority of the determination within 15 days. After ratification, County staff files a copy with the California Department of Housing and Community Development (HCD) and delegates enforcement to the appropriate official.

The 2025 Fire Code, as amended by the Authority (Attachment #1), contains several changes from the Authority’s 2022 Fire Code, which the Board ratified on August 1,

2023. Specifically, the 2025 version includes all Appendices to the 2025 CFC and adds local building standards relating to fire and panic safety. These new or revised standards are more stringent than the 2025 CFC and are intended to address unique conditions in the Authority's service area.

Overall, the proposed ordinance is essentially a re-adoption of the 2022 Williams Fire Authority's Fire Code with some edits. County staff has reviewed the proposed changes and provided comments (Attachment #2) on September 5, 2025. As such, the staff is recommending that the Board ratify the proposed ordinance.

In conjunction with ratifying the proposed Ordinance, the Board also needs to designate the fire code enforcement officer. For the 2022 Fire Code, the Board designated the Williams Fire Authority's Fire Chief as the enforcement officer and recommends that the Fire Chief be once again designated as the enforcement officer for the 2025 Fire Code.

Prior Board Action

The Board ratified the Williams Fire Protection Authority 2022 Fire Code in August 2023 and the 2019 Fire Code in June 2022.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please provide a Certified Minute Order to the Community Development Director and the Williams Fire Protection Authority once completed.

ATTACHMENTS:

- Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (PDF)
- Attachment #2 County 2025 Fire Code with Amendments Comment Ltr_09.05.2025 (PDF)

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

ORDINANCE NO. 25 - 01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE WILLIAMS FIRE PROTECTION AUTHORITY ADOPTING LOCAL AMENDMENTS TO BUILDING STANDARDS IN THE 2025 CALIFORNIA FIRE CODE

The Board of Directors of the Williams Fire Protection Authority does ordain as follows:

Section 1. Purpose and Authority. The purpose of this ordinance is to establish requirements and standards for protection of the public safety, health, property and welfare of the Williams Fire Protection Authority by adopting the 2025 California Fire Code and all associated Appendices to the 2025 California Fire Code, as well as local building standards relating to fire and panic safety that are more stringent than the standards in the 2025 California Fire Code in order to address the unique conditions in the Authority service area. This ordinance is adopted pursuant to Health and Safety Code sections 13861, 13869.7, 17958.5 and 18941.5(b), Part 9 of Title 24 of the California Code of Regulations, and other applicable law.

Section 2. **Findings.** The Board of Directors finds and determines as follows:

(a) Pursuant to Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the Board finds that:

(1) Under this adopting ordinance, specific amendments to the building standards in the California Fire Code have been established that are more stringent than those adopted by the State of California in the California Buildings Standards Code (Title 24 of the California Code of Regulations), which includes the California Fire Code. These amendments to the California Fire Code have been recognized by Williams Fire Protection Authority to address the unique local fire and safety-related problems and concerns in the Authority service area by which the Authority can establish and maintain an environment that will afford a high level of fire and life safety to all who live and work within its boundaries.

(2) Health and Safety Code section 13869.7 and 18941.5 authorize the Authority to adopt an ordinance that adopts building standards relating to fire and panic safety that are more stringent than those standards in the California Building Standards Code upon a determination that such changes are reasonably necessary because of local (1) climatic, (2) topographical or (3) geological conditions.

(3). CLIMATIC

i. The northern Sacramento region has extreme variations in weather patterns. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather patterns together. It is this cyclical uncertainty that allows weather events such as rapid melting snow pack and rising seasonal creeks and rivers, which can cause flooding in the low-lying valley areas of the Authority. The doubling of average rainfall called an "El Nino" event has

occurred from time to time causing grass to mature and grow in excess of four feet high before it dries out.

ii. The region has long, dry, hot summers that contribute to the risk of grass, brush, and structure fires. The drying of wood products and wild land fuels in the summer months allows for easy ignition.

iii. On average, the region experiences an annual rainfall between 16 to 18 inches. This rainfall can be expected between October and April of each year. Outside of those months, during the dry period, high temperatures, and a range of gusty winds mixed with the natural vegetation, create hazardous fuel conditions.

iv. Low-level fog (tule fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents on Interstate 5. The fog can also cause freezing and slick roadways, delaying response to emergencies.

v. In the past, several consecutive years of drought conditions have occurred, reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. Although the groundwater levels have recovered somewhat in the last year, and the Colusa Groundwater Agency (CGA) will be monitoring the levels for sustainability in the future, current precipitation conditions are leading to another drought year. This is a pattern that is likely to repeat itself in the future. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities.

(4) TOPOGRAPHICAL

i. The Authority is bisected by several topographical features, including major creeks, sloughs, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and or freeway, sections of the Authority could be isolated, or response time could be sufficiently slowed so as to increase the risk of injury or damage.

ii. Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitat have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

(5) GEOLOGICAL

i. The Authority is bisected by a major transportation corridor (Interstate 5) which traverses in a north/south direction. This freeway system includes overpasses that do not meet the State of California's current seismic design standard and are not scheduled by the State for retrofitting. The Authority is also in seismic zone 3 (major damage capability). Due to age and seismic deficiencies, one or more of the overpasses could fail if an earthquake of significant magnitude were to occur, significantly reducing response time for fire and emergency vehicles.

ii. Significant flooding has occurred in the Authority, especially in low-lying areas. Intricate levee systems hold back a portion of the floodwater; however, development has moved into areas that have the potential for flooding. The soil conditions in areas of the Authority are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult. New development has occurred in areas that have the potential for flooding.

(6) Based on the local climatic, topographical and geological conditions, which are set forth above, the Authority's amendments to the California Fire Code are considered reasonable and necessary modifications to the requirements established in that Code, pursuant to Sections 13869.7, 18941.5, and 17958.7. While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these amendments attempts to reduce the severity and potential for loss of life and property, and is deemed to be reasonably necessary to provide adequate and effective protection of life, property and the environment.

(7) California Health and Safety Code Section 17958.7 requires that the California Fire Code modifications or changes be expressly marked and identified as to which each finding refers. Therefore, the Board of Directors finds that each and every local climatic, geologic and topographical finding set forth above refers to and supports each and every modification and change in section 4.

(b) This ordinance and the findings of fact set forth herein shall be filed separately with the California Department of Housing and Community Development by the County of Colusa and the City of Williams, pursuant to Health and Safety Code section 13869.7, subdivision (c), provided the city and county ratify the ordinance.

(c) Pursuant to Health and Safety Code section 13869.7, Authority staff provided a copy of this proposed ordinance to the County of Colusa and the City of Williams at least 30 days before the Authority adopted this ordinance and provided the entities an opportunity to comment on the proposed ordinance.

(d) The Authority Board of Directors has considered the written comments provided before the adoption of this ordinance, and the public comments offered at the Board meeting.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

Section 3. **Repeal of Conflicting Ordinances**. Authority Ordinance No. 23-01 and all former fire prevention and panic safety ordinances, resolutions, regulations, rules and policies, or parts thereof, conflicting or inconsistent with any provision of this ordinance are hereby repealed.

Section 4. Amendments to the California Fire Code to be applied within the Authority. The Authority Board of Directors adopts the following local building standards relating to fire and panic safety, which includes some amendments to the building standards contained in the California Fire Code, to be applied within the Authority's boundaries:

A. Chapter 1 SCOPE AND ADMINISTRATION is amended as follows:

Section 104.13 (Contract technical assistance) is added to this code and reads as follows:

104.13 Contract technical assistance. The fire code official, or his designee, may require the property owner or his authorized agent, at the owner's expense, to retain a special inspector ("Contract Inspector") to conduct any required inspections at the location. The Contract Inspector must be approved by the fire code official prior to conducting such inspections and must demonstrate, to the satisfaction of the fire code official, that he/she is specially trained and experienced, and possesses the skill, ability, knowledge and/or certification to competently perform the inspection of the particular type of construction, operation, fire extinguishing or detection system/device, or process.

The Contract Inspector shall inspect the construction, operation, system, device or process for conformance with approved design drawings and specifications in accordance with applicable legal requirements and meet the standard of care and quality ordinarily expected of competent professionals in the Contract Inspector's field. The Contract Inspector shall furnish inspection reports to the fire code official and the building official upon completion of each project. Any discrepancies or deficiencies observed by the Contract Inspector during the inspection shall be brought to the property owner's or his authorized agent's immediate attention for correction. Any discrepancies or deficiencies observed that remain unresolved or uncorrected for more than 30 days shall be reported to the fire code official and the building official.

Section 105.5 (Required operational permits) is amended to read as follows:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.2.58.

Section 105.2.58 (Shipping Container) is added to this code and reads as follows:

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

105.5.58 Shipping container. An operational permit pursuant to section 105 is required for the storage, installation, or use of a shipping container as described in section 324.

Subsection 109.2.1 (Inspection requests) is amended to read as follows:

109.2.1 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the fire code official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. When an inspection is scheduled, and the Contract Inspector is unable to perform or complete the inspection, the fire code official may bill the permit holder for the Contract Inspector's travel time to and from the inspection site, the actual time spent at the inspection site, and any applicable administrative costs.

Subsection 109.2.2 (Approval required) is amended to read as follows:

109.2.2 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the fire code official. The fire code official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactorily completed, or notify the permit holder or their agent that the work fails to comply with this code. Any portions that do not comply shall be corrected, and such portion shall not be covered or concealed until authorized by the fire code official. The permit holder shall make available an inspection record card for the fire code official's use in recording his inspection entries and observations and shall maintain the inspection record card until the fire code official has granted final approval of the work.

Section 113.4 (Violations penalties) is amended to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1,000, or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Health and Safety Code §§ 13871, 17995.)

Section 113.5 (Fire Chief Authority) is added to read as follows:

113.5 Fire Chief Authority. The Fire Chief is authorized to issue citations and orders pursuant to California Health and Safety Code Sections 13872 and 13872.5.

Section 114.4 (Failure to comply) is amended to read as follows:

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

114.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $500 or more than $1,000. (Health and Safety Code §§ 13871, 13872.5, 17995.)

B. Chapter 2 DEFINITIONS is amended as follows:

ELECTRONIC MONITORING SYSTEM (Added). An approved method to electronically detect and transmit to an alarm service provider's Type A (listed) Central Station information indicating that the automatic fire sprinkler system or electronic fire detection system has been activated and shall have the ability to relay the alarm to the Colusa County Sheriff's Department Regional Fire/EMS Communications Center(s).

FALSE ALARM (Amended). The willful and knowing giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near indicated by the person giving, signaling, or transmitting such information, when no such danger or emergency exists.

C. Chapter 3 GENERAL REQUIREMENTS is amended as follows:

Subsection 315.7.3 (Storage height) is amended to read as follows:

315.7.3 Storage height. Pallet storage shall not be higher than the roof line of nearest buildings or 12 feet, whichever is less.

Subsection 315.7.8 (Access) is added to this code and reads as follows:

315.7.8 Access. Driveways between and around pallet stacks shall be at least 20 feet wide and maintained free from rubbish, weeds, equipment, and other materials, and such driveways shall be spaced such that a maximum grid system of 50 feet x 50 feet is maintained.

Section 315.7.9 (Water supply) is added to this code and reads as follows:

315.7.9 Water supply. An approved water supply and fire hydrants capable of supplying the required fire flow shall be required within 150 feet of all portions of the outdoor pallet storage areas in accordance with the applicable provisions of this code, except that, where a public or private water supply is not available, NFPA 1142 may be utilized.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

Section 323 (Use of shipping containers) is added to this code and reads as follows:

323.1 Use of shipping containers. Shipping containers (and other vessels designed for storage and shipping of bulk materials, equipment and supplies) must be approved and permitted by the fire code official prior to placement. A plan detailing the type of container, intended use, location, duration on property, distance to structures, and any utility hook-ups to the satisfaction of the fire code official must be submitted and approved prior to issuance of a permit.

D. Chapter 5 FIRE SERVICE FEATURES is amended as follows:

Subsection 503.1.4 (Fire access) is added to this code and reads as follows:

503.1.4 Fire access. At least two separate and approved fire apparatus access roads shall be required in residential developments having more than 30 dwelling units, or where the fire code official determines that access by a single road may be impaired by vehicle traffic congestion, the condition of the terrain, climatic conditions, or other factors that could limit access.

Section 503.2 (Specifications) is amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8, and Appendix D.

Subsection 507.5.1 (Where required) is amended to read as follows:

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

> **Exception:** For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall not be more than 500 feet (183 m).

Subsection 509.3 (Fire Control Room) is added to this code and reads as follows:

509.3 Fire Control Room. Fire sprinkler risers, fire alarm control panels, and other fire detection, suppression or similar control elements shall be located inside a single fire control room for the building. The fire control room shall have minimum dimensions of five feet by seven feet in size with a total usable area of not less than 35 square feet. The room shall be located within the building on an outside wall at a location approved by the Fire Code Official and shall be accessible

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

from the exterior. An exterior access door with a clear width of not less than 32 inches and height of not less than 80 inches shall be provided for access into the room. A durable sign shall be affixed to the exterior of the door with the words "FIRE CONTROL ROOM" in letters not less than 4 inches in height. A key box complying with Section 506 shall be installed on the exterior side of the fire control room door opening. The room must be capable of maintaining a minimum temperature of 40 degrees Fahrenheit. A clearance of 12 inches shall be provided from the fire sprinkler risers to any adjacent walls. This room can be a shared with other building utilities or fire protection equipment that is not incompatible. An approved cabinet or container shall be provided to store record plans of the fire sprinkler system and other fire protection equipment. This room shall not be used for any other storage.

Exception: One-and two-family dwellings, manufactured homes or similar uses defined as either a Group R-3, R3.1, or R-4 occupancy.

E. Chapter 9 FIRE PROTECTION SYSTEMS is amended as follows:

Section 901.11 (Installer and service qualifications) is added to this code and reads as follows:

901.11 Installation and service qualifications. All persons/organizations installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishers, smoke and heat ventilators, smoke removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's office, or both.

The person performing the installation, repairs, testing, servicing or maintenance shall notify the Authority immediately when a fire protection or detection system or portion is inoperable.

The person performing the installation, repairs, testing, servicing or maintenance shall notify the Authority in writing within 72 hours when a fire protection or detection system is not in compliance with applicable codes.

When changes to the fire protection or detection system involve shutting off water for more than 35 sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored each night to the maximum extent possible. The fire code official may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed)

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

Central Station or is a local alarm only, the fire code official may require the system to be disconnected or shut out the private fire alarm system or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the fire code official may require the system to be repaired and written notification be provided to the fire code official before he responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the property owner or the property owner's alarm company, shall notify the fire dispatch center.

Section 903.2 (Where required) is amended to read as follows:

903.2 Where required. Approved NFPA 13 automatic sprinkler systems shall be installed in all new buildings and structures when constructed or relocated within the jurisdiction as provided in the table below. If the automatic sprinkler system requirements provided in subsections 903.2.1 through 903.2.10.1, inclusive, are more restrictive, then those requirements shall apply.

Fire Code §	*Type of Occupancy*	*Automatic Sprinkler System Requirement*
903.2.1	Group A	All Group A – 5,000 square feet or greater
903.2.2	Group B	All Group B – 5,000 square feet or greater
903.2.3	Group E	All Group E – 5,000 square feet or greater
903.2.4	Group F	All Group F – 5,000 square feet or greater
903.2.5	Group H	All Group H occupancies require fire sprinkler systems regardless of area.
903.2.6	Group I	All Group I occupancies require fire sprinkler systems regardless of area.
903.2.7	Group M	All Group M – 5,000 square feet or greater
903.2.8	Group R	All Group R occupancies require fire sprinkler systems regardless of area.
903.2.9	Group S-1	All Group S-1– 5,000 square feet or greater

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

Fire Code §	*Type of Occupancy*	*Automatic Sprinkler System Requirement*
903.2.10	Group S-2	All Group S-2– 5,000 square feet or greater

Subsection 903.3.1.1 (NFPA 13D sprinkler systems) is amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwelling units, Group R-3 and R-4 congregate living facilities, townhouses, and modular homes shall be permitted to be installed throughout in accordance with NFPA 13D. Each fire sprinkler riser required to be installed shall have installed a water flow switch and a 120-volt horn strobe. The flow alarm horn strobe shall be located on the exterior of the building at or near the front or side corner facing the fronting street. The horn strobe shall be loud enough to notify the occupants that water is flowing by interconnecting the flow switch with the residential smoke detector circuit for simultaneous operation or other approved methods as approved by the fire code official or building official. Connection to a central station or other approved supervisory system may be required due to location of the property at the discretion of the fire code official.

In the event of any conflict between this code and any other law, rule or regulation or requirement, the more protective standard of safety shall govern as determined by the fire code official or building official.

Subsection 903.4.4 (Valves) is added to this code and reads as follows:

903.4.4 Valves. Valves controlling sprinkler systems shall be maintained in an open position by locking the valve open in a manner approved by the fire code official.

Subsection 913.1.1 (Automatic fire pump) is added to this code and reads as follows:

913.1.1 Automatic fire pump. All fire pumps are required to operate automatically, unless a written waiver is obtained from the fire code official.

F. Chapter 12 ENERGY SYSTEMS is amended as follows:

Subsection 1203.1.3 (Installation) is amended to read as follow:

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the California Building Code, the California Electrical Code, NFPA 110, and NFPA 111. All buildings with standby power, other than one- and two-family dwelling units and agricultural buildings not used

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

for commercial purposes, shall have a shunt trip device, located in an easily accessible location of the building, that disconnects all power sources to the building when required by the fire code official.

G. Appendix C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is amended to read as follows:

Section C104.2 (Required changes) is added to this code and reads as follows:

C104.2 Required changes. When a tentative subdivision or parcel map, merger of lots, change in use or intensity of an existing occupancy, expansion of an existing structure, or construction/modification that increases the required fire flow is requested/approved, existing single outlet 2 ½ inch hydrants shall be changed to an approved steamer style hydrant or equivalent, as approved by the fire code official.

Table C102.1 Required number and spacing of fire hydrants is amended to read as follows:

Fire Flow Requirement (gpm)	*Minimum Number of Hydrants*	*Average Spacing between Hydrants[1, 2, 3](feet)*	*Maximum Distance to Any Point on Street or Road Frontage from Hydrant[4]*
1750 or less	1	300	150
2000 – 2250	2	300	150
2500	3	300	150
3000	3	300	150
3500 – 4000	4	300	150
4500 – 5000	5	300	150
5500	6	300	150
6000	6	250	150
6500 – 7000	7	250	150
7500 or more	8 or more	200	120

[1] Reduce by 150 feet for dead-end streets or roadways.

[2] One hydrant for each 1000 gpm or fraction thereof.

[3] Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1000-foot (305 m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

[4] Average spacing between hydrants may be extended to 500 feet on streets serving one- or two-family dwellings.

Section C104.3 (Required upgrades) is added to this code and reads as follows:

C104.3 Required upgrades. Where water main improvements are required to meet GPM flow and the existing water main has a single 2 ½ inch outlet fire hydrant, an upgrade of hydrants will be required as approved by the fire code official.

Section C104.4 (Required relocation) is added to this code and reads as follows:

C104.4 Required relocation. Existing hydrants affected by right-of-way improvements shall be moved to an approved location at no cost to the Authority. Hydrant upgrade may be required by the fire code official.

Section C106 (Hydrant Type) is added to this code and reads as follows:

C106 Hydrant type. The fire code official shall approve the type of hydrants to be installed in a public right-of-way or on private property prior to such installation.

Section C107 (Hydrants – both sides of a street) is added to this code and reads as follows:

C107 Hydrants – both sides of a street. Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. When the street has median center divider(s).
2. When the street has four or more lanes of traffic.
3. When the width of the street exceeds 88 feet.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

H. ***Appendix CC FIRE HYDRANT LOCATIONS AND DISTRIBUTION*** **is amended as follows:**

Table CC105.1**, Number and distribution of fire hydrants, is amended to read as follows:**

Fire Flow Requirement (gpm)	*Minimum Number of Hydrants*	*Average Spacing between Hydrants[1, 2, 3](feet)*	*Maximum Distance to Any Point on Street or Road Frontage from Hydrant*
1750 or less	1	300	150
2000 – 2250	2	300	150
2500	3	300	150
3000	3	300	150
3500 – 4000	4	300	150
4500 – 5000	5	300	150
5500	6	300	150
6000	6	250	150
6500 – 7000	7	250	150
7500 or more	8 or more	200	120

[1] Reduce by 150 feet for dead-end streets or roadways.

[2] One hydrant for each 1000 gpm or fraction thereof.

[3] Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1000-foot (305 m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

I. Appendix D FIRE APPARATUS ACCESS ROADS is amended as follows:

Section D104.3 (Remoteness) is amended to read as follow:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Exception: Where fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means of access satisfactory to the fire chief is provided.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

Section D106.3 (Remoteness) is amended to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

> **Exception:** Where fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means of access satisfactory to the fire chief is provided.

Section D107.1 (One- or two-family dwelling residential developments) is amended to read as follows:

D107.1 One- or two-family dwelling residential developments.

Delete Exception 1.

Section D107.2 (Remoteness) is amended to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

> **Exception:** Where fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means of access satisfactory to the fire chief is provided.

SECTION 13. Validity. If any section, paragraph, sentence, or word of this ordinance is declared invalid or is superseded, then the remainder shall remain in full force and effect.

SECTION 14. Ratification. Pursuant to Health and Safety Code section 13869.7, subdivision (c), after this ordinance is finally adopted, the Authority Secretary shall transmit a copy of this ordinance to County of Colusa and the City of Williams with a request that the entities ratify this Ordinance within 15 days after its receipt.

SECTION 15. Effective Date. This ordinance shall take effect 30 days after its final adoption.

SECTION 16. Publication. Within 15 days from the date of passage of this ordinance, the Fire Chief shall publish it at least once in a newspaper of general circulation published and circulated in the City of Williams.

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

INTRODUCED on the 18th day of August 2025.

PASSED AND ADOPTED by the Board of Directors of the Williams Fire Protection Authority on the 15th day of September 2025, by the following vote:

AYES: Dunlap, Gobel, Karlonas, Lewis, Parsons
NOES: None
ABSTAIN: None
ABSENT: None

By: _____
Allen Gobel, Chair of the Board,
Williams Fire Protection Authority

ATTEST:
I hereby certify that the foregoing is a true and correct copy of Williams Fire Protection Authority Ordinance No. 25-01, which ordinance was duly introduced, adopted and posted pursuant to law.

_____
Jeffery Gilbert, Secretary of the Board

Attachment: Attachment #1 Williams Fire Authority Ord No 25-01 Adopting 2025 Fire Code with Amendments (10870 : Williams Fire Protection

COUNTY OF COLUSA

Community Development Department
1213 Market Street
Colusa, California 9593
TELEPHONE (530) 458-0480

September 5, 2025

Jeffery A. Gilbert
Fire Chief Williams Fire Protection Authority
810 E Street
Williams, CA 95987

Re: Proposed 2025 Fire Code Ordinance Amendments

Dear Chief Gilbert and Board of Directors of the Williams Fire Protection Authority:

On behalf of the Colusa County Community Development Department, I submit the following comments for consideration before the Board of Directors of the Williams Fire Protection Authority adopts the proposed 2025 Fire Code Ordinance Amendments.

Chapter 1, Section 105.2.58 (Shipping container)

- *Colusa County Environmental Health should be notified when the Williams Fire Protection Authority issues any operational permit for the storage of any hazardous materials within a shipping container.*

Chapter 1, Section 109.2.1 (Inspection requests)

- *A fee schedule that includes current billing rates for Williams Fire Protection Authority staff and the Contract Inspector should be available on the Williams Fire Protection Authority website and provided to the holder of the permit or their duly authorized agent at the time of inspection request.*

Chapter 1, Section 109.2.2 (Approval required)

- *Any fire code official approval to proceed beyond the point indicated in each successive inspection should be communicated in writing to the permit holder and building official.*

Chapter 1, Section 113.5 (Fire Chief Authority)

- *Citations and orders issued by the Fire Chief pursuant to California Health and Safety Code Sections 13872 and 13872.5 should be communicated in writing to the permit holder and building official.*

Chapter 2, Definition: Electronic Monitoring System

- *Colusa County Sheriff's Department Regional Fire/EMS Communication Center(s) should be notified in writing when the Williams Fire Protection Authority*

Attachment: Attachment #2 County 2025 Fire Code with Amendments Comment Ltr_09.05.2025 (10870 : Williams Fire Protection Authority -

approves the installation of an automatic fire sprinkler system or electronic fire detection system that can relay the alarm to the Colusa County Sheriff's Department Regional Fire/EMS Communication Center(s).

Chapter 3, Section 323.1 (Use of shipping containers)

- *Please clarify if exemptions apply for shipping containers under 120 square feet, which typically do not need a building permit.*

Chapter 5, Section 503.1.4. (Fire access)

- *What criteria will the Williams Fire Protection Authority use to judge is a single road is impaired for new residential development? Is this information available on your website to help with initial residential design?*

- *Colusa County Public Works/Surveyor should review the proposed 2025 Fire Code Ordinance Amendments related to development standards for new roads to verify that the proposed amendments do not conflict with other local or state roadway development standards.*

- *Colusa County Public Works/Road Department should review the proposed 2025 Fire Code Ordinance Amendments related to development standards for new roads that will become the maintenance responsibility of Colusa County Public Works/ Road Department.*

Chapter 9, Sections 903.4.4 (Valves) and 913.1.1 (Automatic fire pump)

- *Does the Williams Fire Protection Authority offer, or plan to offer, educational programs for property owners and tenants on sprinkler valve and fire pump maintenance, given that these systems are uncommon in most existing homes?*

Appendix C, Sections C104.2 (Required changes), C104.3 (Required upgrades), C106 (Hydrant Type), and C107 (Hydrants – both sides of a street)

- *Colusa County Public Works/Surveyor should review the proposed 2025 Fire Code Ordinance Amendments regarding development standards for hydrant placement that are triggered by a proposed tentative subdivision or parcel map, and merger of lots to verify that the proposed amendments do not conflict with other local or state development standards.*

- *Colusa County Public Works/Road Department should review the proposed 2025 Fire Code Ordinance Amendments related to development standards for hydrant type and placement within the Colusa County-maintained public right-of-ways.*

The Colusa County Community Development Department appreciates the opportunity to review and provide comment on the proposed 2025 Fire Code Ordinance Amendments.

Attachment: Attachment #2 County 2025 Fire Code with Amendments Comment Ltr_09.05.2025 (10870 : Williams Fire Protection Authority -

Sincerely,

Xzandrea Fowler,
Community Development Director

Electronic CC: Wendy Tyler, County Administrative Officer
Colt Esenwein, Public Works and Airport Operation Director
Mike Bradwell, Assistant Sheriff

Attachment: Attachment #2 County 2025 Fire Code with Amendments Comment Ltr_09.05.2025 (10870 : Williams Fire Protection Authority -

COUNTY OF COLUSA, CA 6.2

Request For County Board of Supervisors Action

MEETING DATE:	**October 21, 2025**
DEPARTMENT:	**Community Development Department**
FROM:	**Xzandrea Fowler**
SUBJECT:	**Ratify the Arbuckle-College City Fire Protection District's adopted Ordinance amending the 2025 California Fire Code and designating the Arbuckle-College City Fire Department's Fire Chief as the enforcing officer within the district.**

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

Background of Request

The California Fire Code (CFC) is the primary code used to regulate and enforce fire safety standards in California. Every three years, as part of the California Building Standards Code, the State of California amends CFC based on the International Fire Code (IFC). The 2025 CFC is based on the 2024 IFC and includes California-specific amendments to enhance safety and consistency. The State most recently published the adopted revisions to the CFC on July 1, 2025, which go into effect on January 1, 2026.

State law (Health and Safety Code Section 13869.7) states that any fire protection district that proposes to adopt an ordinance that includes standards that are more stringent than those adopted in the CFC must make specific findings that the increased standards are reasonably necessary because of local climatic, geological, or topographical conditions. The Health and Safety Code also requires that the proposed ordinance, along with the findings, be forwarded to the city or county where the ordinance applies to allow said city or county to provide the district with written comments.

The Arbuckle-College Fire Protection District (District) sent its ordinance and findings on September 18, 2025, to the County for Board review and ratification. The Board of Supervisors may ratify, modify, or deny the ordinance, and staff must notify the District of the determination within 15 days. After ratification, County staff files a copy with the California Department of Housing and Community Development (HCD) and delegates enforcement to the appropriate official.

The 2025 Fire Code, as amended by the District (Attachment #1), contains several

changes from the District's 2022 Fire Code, which the Board ratified on August 1, 2023. Specifically, the 2025 version includes all Appendices to the 2025 CFC and adds local building standards relating to fire and panic safety. These new or revised standards are more stringent than the 2025 CFC and are intended to address unique conditions in the Authority's service area.

Overall, the proposed ordinance is essentially a re-adoption of the 2022 Arbuckle-College City Fire Protection District's Fire Code with some edits. County staff has reviewed the proposed changes and provided comments (Attachment #2) on October 8, 2025. As such, the staff is recommending that the Board ratify the proposed ordinance.

In conjunction with ratifying the proposed Ordinance, the Board also needs to designate the fire code enforcement officer. For the 2022 Fire Code, the Board designated the Arbuckle-College City Fire Protection District's Fire Chief as the enforcement officer and recommends that the Fire Chief be once again designated as the enforcement officer for the 2025 Fire Code.

Prior Board Action

The Board ratified the Arbuckle-College City Fire Protection District 2022 Fire Code in August 2023 and the 2019 Fire Code in March 2020.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please provide a Certified Minute Order to the Community Development Director and the Arbuckle-College City Fire Protection District once completed.

ATTACHMENTS:

- Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (PDF)

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

ORDINANCE NO. 25-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ARBUCKLE-COLLEGE CITY FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA FIRE CODE, AS AMENDED

The Board of Directors of the Arbuckle-College City Fire Protection District does ordain as follows:

Section 1. Purpose and Authority. The purpose of this ordinance is to adopt the 2025 Edition of the California Fire Code (part 9 of title 24 of the California Code of Regulations), incorporating by reference the 2024 International Fire Code with California Amendments, which is published and compiled by the International Code Council and the California Building Standards Commission as part of the California Building Standards Code in its entirety, including Appendix Chapter 4, and Appendices B, *BB, C, CC,* D, E, F, G, I, K, M, N and O, but excluding Appendices A, H, J, L and P, save and except such portions as are hereinafter deleted or amended, and to repeal obsolete provisions in the District's ordinances concerning the same subject matter. This ordinance is adopted pursuant to Health and Safety Code sections 13869, 13869.7, and 18941.5(b), and other applicable law.

Section 2. Findings. The California Health and Safety Code Sections 13869.7 and 18941.5 permits the District to make changes or modifications to the Code that are more restrictive based on local climatic, topographical or geological conditions. The Board of Directors of the Arbuckle-College City Fire Protection District adopts said findings in Resolution No. 25-01.

Section 3. Repeal of Obsolete Fire Code Provisions. District Ordinance No. 23-01 and all other previously adopted fire prevention and panic safety ordinances, resolutions, regulations, rules, and policies are hereby repealed.

Section 4. Adoption of Fire Code and Amendments. The 2025 Edition of the California Fire Code is adopted in its entirety and made applicable within the District's boundaries, except as amended as follows:

A. Chapter 1 SCOPE AND ADMINISTRATION is amended as follows:

Section 101.1 (Title) is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the Arbuckle-College City Fire Protection District, hereinafter referred to as 'this code."

Section 102.10 (Conflicting provisions) is amended to read as follows:

102.10 Conflicting provisions. Where there is a conflict between a general requirement and a specific requirement, or any law, code, or regulation, the fire code official shall decide which requirement meets the general intent of this code.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Section 104.13 (Contract technical assistance) is added to this code and reads as follows:

104.13 Contract technical assistance. The fire code official, or his designee, may require the property owner or his authorized agent, at the owner's expense, retain a special inspector ("Contract Inspector") to conduct any required inspections at the location. The Contract Inspector must be approved by the fire code official prior to conducting such inspections and must demonstrate, to the satisfaction of the fire code official, that he/she is specially trained and experienced, and possesses the skill, ability, knowledge and/or certification to competently perform the inspection of the particular type of construction, operation, fire extinguishing or detection system/device, or process.

The Contract Inspector shall inspect the construction, operation, system, device or process for conformance with approved design drawings and specifications in accordance with applicable legal requirements and meet the standard of care and quality ordinarily expected of competent professionals in the Contract Inspector's field. The Contract Inspector shall furnish inspection reports to the fire code official and the building official upon completion of each project. Any discrepancies or deficiencies observed by the Contract Inspector during the inspection shall be brought to the property owner's or his authorized agent's immediate attention for correction. Any discrepancies or deficiencies observed that remain unresolved or uncorrected for more than 30 days shall be reported to the fire code official and the building official.

Section 105.5 (Required operational permits) is amended to read as follows:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.5.58.

Section 105.5.58 (Shipping Container) is added to this code and reads as follows:

105.5.58 Shipping container. A permit is required for the storage, installation, or use of a shipping container as described in section 324.

Section 105.5.59 (Combustible pallet storage) is added to this code and reads as follow:

105.5.59 Combustible pallet/bin storage. A permit is required to store in excess of 50,000 cubic feet of combustible pallets/bins.

Section 107.1 (Fees) is amended to read as follows:

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

107.1 Fees. For each and every permit issued pursuant to this code, there shall be paid to the Arbuckle-College City Fire Protection District, a fee in such amount as established by resolution of the Board of Directors. Failure to pay such fees shall be cause for revocation of the permit.

Subsection 109.2.1 (Inspection requests) is amended to read as follow:

109.2.1 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the fire code official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. When an inspection is scheduled and the Contract Inspector is unable to perform or complete the inspection, the fire code official may bill the permit holder for their travel time to and from the inspection site, the actual time spent at the inspection site, and any applicable administrative costs.

Subsection 109.2.2 (Approval required) is amended to read as follows:

109.2.2 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the fire code official. The fire code official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactorily completed, or notify the permit holder or their agent that the work fails to comply with this code. Any portions that do not comply shall be corrected, and such portion shall not be covered or concealed until authorized by the fire code official. The permit holder shall make available an inspection record card for the fire code official's use in recording his inspection entries and observations and shall maintain the inspection record card until the fire code official has granted final approval of the work.

Section 112 (Means of Appeal established) is amended to read as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Fire District Board of Directors.

Section 112.3 (Qualifications) is deleted in its entirety.

Section 113.4 (Violations) is amended to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

than $1,000, or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. (Health and Safety Code § 13145, 17995.)

Section 114.4 (Failure to comply) is amended to read as follows:

114.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $500 or not more than $1,000. (Health and Safety Code §§ 13145, 17995.)

B. Chapter 2 DEFINITIONS is amended as follows:

ELECTRONIC MONITORING SYSTEM (Added). An approved method to electronically detect and transmit to an alarm service provider's Type A (listed) Central Station, information indicating that the automatic fire sprinkler system or electronic fire detection system has been activated and shall have the ability to relay the alarm to the Colusa County Sheriff's Department Regional Fire/EMS Communications Center(s).

FALSE ALARM (Amended). The giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near indicated by the person giving, signaling, or transmitting such information, and the need for emergency service is not found to exist.

FIRE HAZARD (Added). as used in these regulations means any condition, arrangement, or act which will increase. or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder or may become the cause of obstruction, delay or hindrance to the prevention, suppression or extinguishment of fire.

C. Chapter 3 GENERAL REQUIREMENTS is amended as follows:

Section 315.7 (Outdoor pallet storage) is amended to read as follows:

315.7 Outdoor storage of pallets and empty bins. Pallets and bins stored outdoors shall comply with 315.7 through 315.7.9. Pallets stored within a building shall be protected in accordance with Chapter 32.

Subsection 315.7.5 (Storage height) is amended to read as follows:

315.7.3 Storage height. Pallet storage shall not be higher than the roof line of nearest buildings or 12 feet, whichever is less. Bin stacks shall not be higher than the roof line of nearest buildings or 20 feet, whichever is less.

Subsection 315.7.5 (Pallet types) is amended to read as follows:

315.7.5 Pallet and bin types. Pallets or empty bins or other portable platform or container(s) used for stacking, storing, handling or moving commodities shall be constructed of wood, composite, plastic or resin. A permit from the fire code official shall be required for the storage of combustible pallet or bin storage with a total volume in excess of 50,000 cubic feet.

Pallets shall be all wood, with slatted or solid top or bottom, with metal fasteners, or shall be plastic or composite pallets, listed and labeled in accordance with UL 2335 or FM 4996. Plastic pallets shall be both solid and gridded deck, independent of the pallet manufacturing process, type of resin used in fabrication or geometry of the pallet.

Subsection 315.7.8 (Access) is added and to this code and reads as follows:

315.7.8 Access. Driveways between and around pallet or bin stacks shall be at least 20 feet wide and maintained free from rubbish, weeds, equipment, and other materials, and such driveways shall be spaced such that a maximum grid system of 50 feet x 50 feet is maintained.

Section 315.7.9 (Water supply) is added to this code and reads **as follows:**

315.7.9 Water supply. An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided to within 150 feet of all portions of the outdoor bin or pallet storage areas in accordance with the applicable provisions of this code, except that, where a public or private water supply is not available, NFPA 1142 may be utilized.

Section 323 (Use of shipping containers) is added to this code and reads as follows:

323.1 Use of shipping containers. Shipping containers (and other vessels designed for storage and shipping of bulk materials, equipment and supplies) must be approved and permitted by the fire code official prior to placement. A plan detailing the type of container, intended use, location, duration on property, distance to structures, and any utility hook-ups must be submitted and approved prior to issuance of a permit.

D. Chapter 5 FIRE SERVICE FEATURES is amended as follows:

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Subsection 503.1.2.1 (Required additional access) is added to this code and reads as follows:

503.1.2.1 Required additional access. Fire apparatus access roads shall be provided in accordance with sections 501 and 503 for every facility, building or portion of a building, including residential developments having more than 30 dwelling units, hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet (45 720 mm) from fire apparatus access as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. When buildings (other than R-3) are completely protected with an approved automatic fire sprinkler system, the requirements of sections 503.1.1 and 503.2 may be modified by the fire code official.
2. When fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, the fire code official may require additional fire protection measures to meet the intent of this code.
3. When there are no more than two Group R, Division 3, or Group U occupancies, the requirements of section 503.1.1 and 503.2 may be modified by the fire code official.

Subsection 503.1.4 (Fire access) is added to this code and reads as follows:

503.1.4 Fire access. More than one fire apparatus access road shall be provided in residential developments having more than 30 dwelling units or where the fire code official determines that access by a single road may be impaired by vehicle traffic congestion, the condition of the terrain, climatic conditions, or other factors that could limit access.

Section 503.2 (Specifications) is amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8 and Appendix D (as amended).

Subsection 507.5.1 (Where required) is amended to read as follows:

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.3, the distance requirement shall not be more than 500 feet (183 m).

E. Chapter 9 FIRE PROTECTION SYSTEMS is amended as follows:

Section 901.11 (Installer qualifications for system maintenance) is added to this code and reads as follows:

901.11 Installer or service provider qualifications. All persons installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishers, smoke and heat ventilators, smoke removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's office, or both.

The person performing the installation, repairs, testing, servicing or maintenance shall notify the District immediately when a fire protection or detection system or portion is inoperable.

The person performing the installation, repairs, testing, servicing or maintenance shall notify the District in writing within 72 hours when a fire protection or detection system is not in compliance with applicable codes.

When changes to the fire protection or detection system involve shutting off water for more than 35 of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler system so that reasonable protection can be maintained. Protection shall be restored each night insofar as possible. The fire code official may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the fire code official may require the system to be disconnected or shut out the private fire alarm system or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the fire code official may require the system to be repaired and written notification be provided to the fire code official before he responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility or the property owner shall notify the fire dispatch center.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Section 903.2 (Where required) is amended to read as follows:

903.2 Where required. Approved NFPA 13 automatic sprinkler systems shall be installed in all new buildings and structures when constructed to relocated within the jurisdiction as provided in the table below. If the automatic sprinkler system requirements provided in subsections 903.2.1 through 903.2.10.1, inclusive, are more restrictive, then those requirements shall apply.

Fire Code §	*Type of Occupancy*	*Automatic Sprinkler System Requirement*
903.2.1	Group A	All Group A - 5,000 square feet or greater
903.2.2	Group B	All Group B - 5,000 square feet or greater
903,2.3	Group E	All Group E - 5,000 square feet or greater
903.2.4	Group F	All Group F - 5,000 square feet or greater *2,500 square feet or greater for manufacturing of mattresses and upholstered furniture
903.2.5	Group H	All Group H occupancies require fire sprinkler systems regardless of area.
903.2.6	Group I	All Group I occupancies require fire sprinkler systems regardless of area.
903.2.7	Group M	All Group M - 5,000 square feet or greater
903.2.8	Group R	All Group R occupancies require fire sprinkler systems regardless of area.
903.2.9	Group S-1	All Group S-l - 5,000 square feet or greater *2,500 square feet or greater for manufacturing of mattresses and upholstered furniture
903.2.10	Group S-2	All Group S-2 - 5,000 square feet or greater

Subsection 903.3.1.2 NFPA 13R Sprinkler systems is deleted in its entirety.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Subsection 903.3.1.3.1 (NFPA 13D sprinkler systems) is added to read as follows:

903.3.1.3.1 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwelling units, Group R-3 and R-4 congregate living facilities, townhouses, mobile homes and modular homes shall be permitted to be installed throughout in accordance with NFPA 13D. Each fire sprinkler riser required to be installed shall have installed a water flow switch and a 120-vo1t horn strobe. The flow alarm horn strobe shall be located on the exterior of the building at or near the front or side corner facing the fronting street. The horn strobe shall be loud enough to notify the occupants that water is flowing by interconnecting the flow switch with the residential smoke detector circuit for simultaneous operation or other approved methods as a roved by the fire code official or building official. Connection to a central station or other approved supervisory system may be required due to location of the property at the discretion of the fire code official.

In the event of any conflict between this code and any other law, rule or regulation or requirement which establishes the higher standard of safety shall govern as determined by the fire code official or building official.

Subsection 903.4.4 (Valves) is added to this code and reads as follows:

903.4.4 Valves. Valves controlling sprinkler systems shall be maintained in an open position by locking the valve open in a manner approved by the fire code official.

Subsection 903.4.5 (Fire control room) is added and reads as follows:

903.4.5 Fire control room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. The fire control room shall contain all control valves, fire alarm control panels and other fire equipment required by the fire code official. The fire control room shall be located within the building at a location approved by the fire code official and shall be provided with a means to access the room directly from the exterior of the building. Durable signage shall be provided on the exterior side of the access door to identify the fire control room as such.

Subsection 913.1.1 (Automatic fire pump) is added to this code and reads as follows:

913.1.1 Automatic fire pump. All fire pumps shall operate automatically, unless a special waiver is obtained in writing from the fire code official.

F. Chapter 12 ENERGY SYSTEMS is amended as follows:

Subsection 1203.1.3 (Installation) is amended to read as follow:

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the California Building Code, the California Electrical Code, NFPA 110, and NFPA 111. All buildings with standby power, other than one- and two-family dwelling units and agricultural buildings not used for commercial purposes, shall have a shunt trip device, located in an easily accessible location of the building, that disconnects all power sources to the building when required by the fire code official.

G. Chapter 39 PROCESSING AND EXTRACATION FACILITIES is amended as follows:

Subsection 3901.1.1 (Cannabis and Industrial Hemp procedures) is added to this code and reads as follows:

3901.1.1 Cannabis and Industrial Hemp procedures. Cannabis related activities, which include, but may not be limited to, growing, processing, and extracting, shall be in compliance with this code and the National Fire Protection Association (NFPA) Fire Code 1, Chapter 38, Marijuana Grow and Extraction Facilities. If a conflict exists between NFPA and this code, the fire code official shall determine which requirements shall apply.

H. Chapter 80 REFERENCED STANDARDS is amended as follows:

All codes and standards developed, published, and compiled by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02169, are hereby adopted and incorporated herein by reference, except for NFPA l3E, NFPA I3R, NFPA 473, NFPA 550, NFPA 1001, NFPA 1002, NFPA 1003, NFPA 1021, NFPA 1031, NFPA 1033, NFPA 1035, NFPA 1041, NFPA 1201, NFPA 1221, NFPA 1300, NFPA 1402, NFPA 1404, NFPA 1405, NFPA 1410, NFPA 1500, NFPA 1561, NFPA 1581, NFPA 1914, NFPA 1971, NFPA 1975, NFPA 1981, NFPA 1982, NFPA 1983, NFPA 1999, NFPA 1710, and NFPA 1720.

NFPA Fire Code 1, Chapter 38 is hereby added.

I. Appendix B FIRE-FLOW REQUIREMENTS FOR BUILDINGS) is amended to read as follows:

Section B105.2 (Buildings other than one and two family dwellings, Group R-3 and R-4 buildings and townhouses) is amended to read as follows:

B105.2 Buildings other than one and two family dwellings. The minimum fire flow and flow duration for buildings other than one- or two-family dwellings shall be as specified in Tables Bl05.1(2).

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Exception: Reduction in required fire flow of up to 50 percent, as approved by the fire code official, is allowed when the building is provided with an approved automatic sprinkler system in accordance with NFPA 13. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.).

J. Appendix C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is amended as follows:

Table C104.1 Required number and spacing of fire hydrants is amended to read as follows:

Fire Flow *Requirement (gpm)*	***Minimum*** *Number of Hydrants*	***Average Spacing*** *between Hydrants[1, 2] [3](feet)*	***Maximum Distance to Any Point on Street or Road Frontage from Hydrant*** [4]
1,750 or less	1	300	150
1,751 - 2,250	2	300	150
2,251-3,250	3	300	150
3,251 - 4000	4	300	150
4,001 - 5000	5	300	150
5,001-5,500	6	300	150
5,501-6,000	6	250	150
6,001 - 7000	7	250	150
7,001 or more	8 or more	200	120

' Reduce by 150 feet for dead-end streets or roadways.

[2] One hydrant for each 1000 gpm or fraction thereof.

[3]Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1000-foot (305 m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

[4] Average spacing between hydrants may be extended to 500 feet on streets serving one- or two-family dwellings

Section C104.1 (Existing Fire Hydrants) is amended to read as follows:

C104.1 Existing fire hydrants. Existing fire hydrants on public streets are allowed to be considered as available, as approved by the tire code official. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstructions of such roads.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Section C104.2 (Required changes) is added to read as follows:

C104.2 Required changes. When a tentative subdivision or parcel map, merger of lots, change in use or intensity of an existing occupancy, expansion of an existing structure, or construction/modification increased the required fire flow is requested/approved, existing single outlet 2-inch hydrants shall be changed to an approved steamer style hydrant or equivalent, as approved by the fire code official.

Section C104.3 (Required upgrades) is added to this code and reads as follows:

C104.3 Required upgrades. Where water main improvements are required to meet GPM flow and the existing water main has a single 2 1/2 inch outlet fire hydrant, an upgrade of hydrants will be required as approved by the fire code official.

Section C104.4 (Required relocation) is added to this code and reads as follows:

C104.4 Required relocation. Existing hydrants affected by right-of-way improvements shall be moved to an approved location at no cost to the District. Hydrant upgrade may by required by the fire code official.

Section C106 (Hydrant Type) is added to this code and reads as follows:

C106.1 Hydrant type. The fire code official shall approve the type of hydrants to be installed in a public right-of-way or on private property prior to such installation.

Section C107.1 (Hydrants — both sides of a street) is added to this code and reads as follows:

C107.1 Hydrants — both sides of a street. Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. When the street has median center divider(s).
2. When the street has four or more lanes of traffic.
3. When the width of the street exceeds 88 feet.

K. Appendix CC FIRE HYDRANT LOCATIONS AND DISTRIBUTION is amended as follows:

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Table CC105.1 NUMBER AND DISTRIBUTION OF FIRE HYDRANTS is **amended to read as follows:**

Fire Flow Requirement (gpm)	*Minimum Number of Hydrants*	*Average Spacing between Hydrants [1, 2, 3] (feet)*	*Maximum Distance to Any Point on Street or Road Frontage from Hydrant*
1,750 or 1ess	1	300	150
1,751 - 2,250	2	300	150
2,251 - 3,499	3	300	150
3,500 - 4,000	4	300	150
4,001 - 5,000	5	300	150
5,001 - 5,500	6	300	150
5,501 - 6,000	6	250	150
6,001 - 7000	7	250	150
7,001 or more	8 or more	200	120

[1] Reduce by 150 feet for dead-end streets or roadways.

[2] One hydrant for each 1000 gpm or fraction thereof.

[3]Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided at not less than 1000-foot {3*05* m) spacing to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.

L. Appendix D FIRE APPARATUS ACCESS ROADS is amended as follows:

Section D104.3 (Remoteness) is amended to read as follow:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

Exception: Where fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means is provided.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

Section D106.3 (Remoteness) is amended to read as follows:

D106.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

> **Exception**: Where fire apparatus access roads cannot be constructed or installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means is provided.

Section D107.1 (One- or two-family dwelling residential developments) is amended to read as follows:

D107.1 One- or two-family dwelling residential developments.

Delete Exception 1.

Section D107.2 (Remoteness) is amended to read as follows:

D107.2 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

> **Exception**: Where fire apparatus access roads cannot be constructed *oT* installed due to the location of the property, topography, the existence of waterways, nonnegotiable grades or other similar conditions, and an alternative means is provided.

Section 5. **Severability.** If any part or provision of this ordinance, or the application to any person or circumstance is held invalid, the remainder of this ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.

Section 6. **Effective Date.** This ordinance shall take effect 30 days after its final adoption.

Section 7. **Publication.** Within 15 days from the date of passage of this ordinance, the Fire Chief shall publish it at least once in a newspaper of general circulation published and circulated in the area surrounding and including the District.

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

INTRODUCED on the 7th day of August, 2025.

PASSED AND ADOPTED by the Board of Directors of the Arbuckle-College City Fire Protection District on the 7th day of August, 2025 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

By: _____
Chairman

Attest: _____
Board Secretary

Attachment: Attachment #1 Arbuckle-College City Fire District Ord 25-01 Adopting 2025 Fire Code with Amendments (10871 : Arbuckle-College

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Patricia Rodriguez

SUBJECT: Approve Special Claims

Approve Special Claims as follows:

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

Detailed Description/Background of request

Prior Board Action
None.

Fiscal Impact/Funding Source
As indicated on each claim.

Action for the Clerk
None.

ATTACHMENTS:

- DALE_MCCUTCHEN DHHS BOS (PDF)
- ORYZA_107 DPW BOS (PDF)
- Board Approval 25-26 (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: 675 Vendor Name: DALE MCCUTCHEN

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: EXPIRED CONTRACT PC22-035

CONTRACT #PC17-036
00553180712

Invoice No:	092525MCCUTCHE	Invoice Amount:	$ 467.50	
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		
Invoice No:		Invoice Amount:		

Grand Total of All Invoices: $ 467.50

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: 2025.10.01 09:22:10 -07'00'

Attachment: DALE_MCCUTCHEN DHHS BOS (10559 : Approve Special Claims)

Dale McCutchen
8 Linda Drive
Oroville CA 95965

Date	Description	Start	End	Duration	Rate	Cost
8/8/2024	upgrading site to asp.net v4.8 on windows server 2022	6:00 PM	7:00 PM	1.00	$55.00	$55.00
8/10/2024	upgrading site to asp.net v4.8 on windows server 2022	5:15 PM	5:45 PM	0.5	$55.00	$27.50
8/17/2024	upgrading site to asp.net v4.8 on windows server 2022	6:10 PM	7:10 PM	1.00	$55.00	$55.00
9/8/2024	upgrading site to asp.net v4.8 on windows server 2022	10:25 AM	10:55 AM	1.00	$55.00	$55.00
10/8/2024	upgrading site to asp.net v4.8 on windows server 2022	7:00 AM	7:30 AM	0.50	$55.00	$27.50
10/9/2024	upgrading site to asp.net v4.8 on windows server 2022	7:30 AM	8:00 AM	0.50	$55.00	$27.50
10/10/2024	upgrading site to asp.net v4.8 on windows server 2022	7:00 AM	7:15 AM	0.25	$55.00	$13.75
10/11/2024	upgrading site to asp.net v4.8 on windows server 2022	6:50 AM	7:05 AM	0.25	$55.00	$13.75
12/18/2024	upgrading site to asp.net v4.8 on windows server 2022	6:30 AM	6:45 AM	0.25	$55.00	$13.75
12/18/2024	upgrading site to asp.net v4.8 on windows server 2022	10:15 AM	10:30 AM	0.25	$55.00	$13.75
1/5/2024	Work on Staff to Budget export to excel sheet	9:00 AM	10:00 AM	1.00	$55.00	$55.00
1/11/2024	Work on Staff to Budget export to excel sheet	9:00 AM	10:30 AM	1.50	$55.00	$82.50
1/13/2024	Work on Staff to Budget export to excel sheet	7:00 AM	7:30 AM	0.50	$55.00	$27.50

Total $467.50

I certify this claim represents actual services performed for Contract # PC17-036 between Dale McCutchen and Colusa County.

Signature: Dale McCutchen 9/24/2025

092525MCCUTCHEN
0055380712
Contractrac #PC17-03

675

Remarks: Colusacounty

Attachment: DALE_MCCUTCHEN DHHS BOS (10559 : Approve Special Claims)

Clara Ochoa

From: Kirill Obraztsov
Sent: Thursday, September 25, 2025 9:31 AM
To: Christine Fusaro
Cc: Clara Ochoa
Subject: RE: invoice

Good Morning Chris,

We do not have an active contract with Dale anymore as it was decided not to renew it since PH started utilizing UKG instead. The charges in his invoice are for 2024, maybe we can submit a special claim? Confirming with Dale that those are the very last charges to close our books with him.

Thank you,
Kirill Obraztsov
Budget Management Analyst
County of Colusa Department Health & Human Services
251 E. Webster Street, Colusa, CA 95932
530.458.0363 / 530.458.0492 (fax)
Kirill.Obraztsov@countyofcolusaca.gov

From: Christine Fusaro <christine.fusaro@countyofcolusaca.gov>
Sent: Thursday, September 25, 2025 9:14 AM
To: Kirill Obraztsov <kirill.obraztsov@countyofcolusaca.gov>
Cc: Clara Ochoa <clara.ochoa@countyofcolusaca.gov>
Subject: FW: invoice

Good Morning Kirill,

Please see attached invoice from Dale McCutchen. I don't see an active contract for him. Please advise.

Thanks,

Christine Fusaro, Staff Services Manager
Colusa County Health & Human Services
251 E. Webster Street, Colusa, CA 95932
(530)458-0870/(530)458-0204(fax)
Christine.Fusaro@countyofcolusaca.gov

Attachment: DALE_MCCUTCHEN DHHS BOS (10559 : Approve Special Claims)

This email along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

From: Dale Mccutchen <dalemccut@gmail.com>
Sent: Thursday, September 25, 2025 7:43 AM
To: Christine Fusaro <christine.fusaro@countyofcolusaca.gov>
Subject: invoice

Warning: Unusual sender <dalemccut@gmail.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Christine,

Hope all is going well. I was not sure who to send this to. I meant to send it at the end of the fiscal year but forgot. Let me know if you have any questions.

Thanks,Dale

Attachment: DALE_MCCUTCHEN DHHS BOS (10559 : Approve Special Claims)

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 2110 Vendor Name: ORYZA PARTNERSHIP

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: EMERGENCY - NO CONTRACT

COUNTY OF COLUSA 007 53180 610 0
HUNTER RD PUMPING RD225 604-0445 0300-0122

Invoice No: 107	Invoice Amount: $ 10,139.88		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		
Invoice No:	Invoice Amount:		

Grand Total of All Invoices: $ 10,139.88

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: D. Colt Esenwein Digitally signed by D. Colt Esenwein Date: 2025.10.07 12:09:17 -07'00'

Attachment: ORYZA_107 DPW BOS (10559 : Approve Special Claims)

Invoice 107

Oryza Partnership

PO BOX 368
Colusa, CA 95932

Date
April 15, 2025

To
County of Colusa
547 Market Street
Colusa, CA 95932

Hunter Road Pumping
Winter 2024

Quantity	Description	Unit Price	Total
2	Monthly Rent 12 Inch Pump Master $78.97 P/Day x 45 days 2/13-3/27	3,553.50	7,107.00
120' of Aluminum Pipe	Monthly Rent x 1.5 months @ $2.30 p/foot per Month. 60 Feet p/Pump	3.45	414.00
793.6 Gal	Used 1.6 Gallons per Hour at 496 hours	3.30	2,618.88
		TOTAL	**$10,139.88**

Thank you for your business!

Attachment: ORYZA_107 DPW BOS (10559 : Approve Special Claims)

EMERGENCY PURCHASES REPORT FORM

Notification Date: 09/25/2025

Emergency Cost: (Select One) Un-budgeted > $250

Reporting Dept./Person: PUBLIC WORKS

E-mail: DPWACCOUNTING@COUNTYOFC

Date(s) of Emergency: 04/15/2025

Emergency Name: (If applicable)

Charge to Fund/Dept: 007/610

Expense Acct: 53180

Vendor(s) used for Emergency Supplies, Equipment or Services :

Oryza (PO BOX 368 Colusa,CA 95932)

Other Departments Involved? ◯ Yes ◯ No

If Yes, Please Explain

Description - Please give a detailed description of the Emergency.

We are needing to process an Emergency purchase dated from 04/15/2025 for Hunter Road pumping.
The Property owner Vincent Andreotti used pumps, hoses, and diesel fuel during flooding events during last winter season.

Attached is a formal invoice detailing the cost incurred over the use of their equipment.
The county has previously done this process and benefited from the pumping done.

Receipts Included: ☑

Please list receipts included: Attached is an Invoice from Oryza

Purchasing Use: Requisition. #:

Attachment: ORYZA_107 DPW BOS (10559 : Approve Special Claims)

From: Wendy Tyler <wtyler@countyofcolusaca.gov>
Sent: Friday, September 26, 2025 12:51 PM
To: Colusa County Purchasing <purchasing@countyofcolusaca.gov>
Cc: Molly West <mwest@countyofcolusaca.gov>; Colt Esenwein <cesenwein@countyofcolusaca.gov>
Subject: RE: Emergency Requisition Form- Hunter Road Pumping

Hi-
No-the department is not understanding what they need to do to get this old invoice paid.
They need to submit the claim to the Auditor's office with a memo that it be processed as a special claim, as there was no contract in place at the time. Emergency authorizations are not granted this late. They have to be requested within 3 days of the event, per purchasing policy section 4.1.3.
[redacted]e. I was contacted by this vendor months ago in an effort to get this invoice paid that Mr. Azevedo was refusing to pay. The charges were incurred for the benefit of the citizens and the road system, and in the transition from Mr. Azevedo, to Mr. Lanphier, to Mr. Esenwein, the matter got lost.
Thanks,
Wendy

Wendy G. Tyler
County of Colusa
County Administrative Officer

(530) 458-0737

CONFIDENTIALITY NOTICE: This communication, including any attachments, may contain confidential or privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is

Attachment: ORYZA_107 DPW BOS (10559 : Approve Special Claims)

From: Scott Lanphier
To: Lauren Grib
Subject: RE: ORYZA 107 PO
Date: Thursday, October 2, 2025 12:59:08 PM
Attachments: image001.png

00521	S SL	10/2/2025	107	Oryza Partnership	Hunter Road Pumping - Winter 2024	10,139.88

From: Lauren Grib <lgrib@countyofcolusaca.gov>
Sent: Thursday, October 2, 2025 11:39 AM
To: Scott Lanphier <slanphier@countyofcolusaca.gov>
Subject: ORYZA 107 PO

Lauren Grib
Public Works Accounting Technician
County of Colusa
1215 Market Street, Colusa, CA 95932
O: 530.458.0476
Road Maintenance Request

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.
If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Attachment: ORYZA_107 DPW BOS (10559 : Approve Special Claims)

BOARD APPROVAL

10/21/2025

Invoice #	Fund/Department	Vendor	Amount
092525MCCUTCHEN	HEALTH & HUMAN SERVICES *Expired Contract*	MCCUTCHEN, DALE	$ 467.50
107	PUBLIC WORKS *No Contract*	ORYZA PARTNERSHIP	$10,139.88

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 25-26 (10559 : Approve Special Claims)

COUNTY OF COLUSA, CA

7.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Approve Resolution Transferring the Revenue & Recovery Unit from the Office of County Counsel to the Office of the Treasurer - Tax Collector.

Approve Resolution Transferring the Revenue & Recovery Unit from the Office of County Counsel to the Office of the Treasurer - Tax Collector.

Detailed Description/Background of request

The County has a Revenue and Recovery Unit within the Office of County Counsel. The Unit is responsible for collecting monies due and owing the County, including but not limited to certain legal fees, fines and other costs, including qualifying Public Defender fees.

The Office of the Treasurer-Tax Collector (TTC) is the County's primary department for the collection and accounting of revenues and therefore maintains the infrastructure, expertise, and systems best suited for ongoing debt collection and revenue management. Relocating the Revenue and Recovery Unit to the TTC will centralize the County's collection functions, improve efficiency and streamline processes

Given that fact and in an attempt to increase efficiencies, Staff requests that the Board consider and adopt a resolution transferring the Revenue and Recovery Unit to the Office of the Treasurer - Tax Collector.

Prior Board Action

None.

Fiscal Impact/Funding Source

It is anticipated that this unit will generate revenue.

Action for the Clerk

Please number resolution.

ATTACHMENTS:

- Resolution_Transfer Revenue & Recovery to TTC (DOCX)

RESOLUTION NO. 25-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS TRANSFERRING THE REVENUE AND RECOVERY UNIT FROM THE OFFICE OF COUNTY COUNSEL TO THE OFFICE OF THE TREASURER-TAX COLLECTOR

WHEREAS, there is a Revenue and Recovery Unit within the Office of County Counsel; and

WHEREAS, the County's Revenue and Recovery Unit is currently housed within the Office of County Counsel and is responsible for the collection of monies owed to the County, including but not limited to legal fees, fines, qualifying Public Defender fees, and other recoverable costs; and

WHEREAS, the Office of the Treasurer-Tax Collector (TTC) is the County's primary department for the collection and accounting of revenues and therefore maintains the infrastructure, expertise, and systems best suited for ongoing debt collection and revenue management; and

WHEREAS, relocating the Revenue and Recovery Unit to the TTC will centralize the County's collection functions, improve efficiency and streamline processes; and

WHEREAS, the objectives of the Revenue and Recovery Unit are aligned with that of the Office of the Treasurer-Tax Collector.

NOW, THEREFORE, BE IT RESOLVED that the Revenue and Recovery unit is transferred from the Office of County Counsel to the Office of the Treasurer – Tax Collector.

PASSED AND ADOPTED this 21st day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Resolution_Transfer Revenue & Recovery to TTC [Revision 1] (10817 : Approval of Revenue & Recovery tranfser to Treasurer/Tax

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Approve facility use license agreement with Tri Counties Community Action Partnership for use of offices within the Colusa Library, effective November 1, 2025.

Approve facility use license agreement with **Tri Counties Community Action Partnership** for use of offices within the Colusa Library, effective November 1, 2025.

Detailed Description/Background of request

The offices at the Library, last occupied by the Colusa County Office of Education (CCOE) and more recently used on a temporary basis by the Eligibility Department at Health and Human Services, have been vacant for the past several months. Library Director Stacey Costello has expressed interest in entering into a facility use license agreement with Tri Counties Community Action Partnership (TCCAP) for a portion of this unused space. The proposed agreement would provide TCCAP with three secured offices, a reception area, and shared use of the break room, for a total cost of $2,000 per month.

This arrangement would help offset the Library's operating expenses, as the Library currently pays an average of $3,200 per month in utility costs. By executing a facility use license agreement, the Library can recover a meaningful portion of these costs while ensuring that the offices are put to productive and community-focused use.

TCCAP is a nonprofit organization serving Colusa, Glenn, and Trinity Counties with a mission to support low-income individuals and families in achieving greater stability and self-sufficiency. TCCAP provides a wide range of programs including housing and utility assistance, food distribution, employment readiness, early childhood development, and family support services. By providing these resources locally, TCCAP reduces barriers for residents and strengthens community resilience.

Authorizing this facility use license agreement with TCCAP would not only provide budget relief for the Library but also enhance access to critical social services in Colusa County. Locating TCCAP within the Library would reinforce the Library's role as a community hub and provide residents with a convenient and accessible location to connect with essential resources.

Staff requests approval of the facility use license agreement with Tri Counties Community Action Partnership for use of office space, effective November 1, 2025.

Prior Board Action
None.

Fiscal Impact/Funding Source
This agreement will provide revenue for the Library.

Action for the Clerk
Please number agreement, obtain signatures and forward to Lauren Wong at lwong@tricountiescap.org. Please cc Molly West in the coorespondence.

ATTACHMENTS:

- License Agreement_Library_TCCAP (DOCX)

Facility Use License Agreement with Tri Counties Community Action Partnership

This Facility Use License Agreement (License) is between the County of Colusa, a political subdivision of the State of California ("County"), and Tri Counties Community Action Partnership, a non-profit 501c (3) ("Licensee").

Recitals

A. County owns a building located at 146 7th Street, Colusa, Ca, 95932 and identified by assessor parcel number 001-035-014-000 ("Facility"). The Licensee desires to use a portion of the building for their offices to serve the public ("Facility").

B. The Facility is in the same structure as the Colusa Free Library and is currently not being utilized by the County.

C. The Facility has its own entrance and physical address separate from the Colusa County Free Library.

License

1. **License:** The County grants to Licensee a License to enter the Facility and use it for the sole purpose of conducting its ordinary and customary business. Licensee shall not be permitted to use Facility for any purpose other than as expressly provided for in this License. Licensee shall comply with all local, state, and federal laws and regulations while occupying and using the Facility.

   A. No interest of any kind in the real property is conveyed to Licensee by this License.

   B. This license is an exclusive license for a shared space of the building; however County shall retain control and ownership of the Facility. The County may, with 48 hours' notice to Licensee, enter the Facility for the purpose of inspection of the Facility.

   C. The License is for the front entry way, reception area, three individually locked offices and communal use of the breakroom.

   C. The license is personal to Licensee, and may not be transferred or assigned.

2. **Term:** The Initial License term shall be November 1, 2025 through November 1, 2026, and shall renew in 1-year increments upon written approval of the parties.

3. **Fee:** There is a monthly rental fee of $2,000 due on the 1st of each month.

4. **Indemnification:** Licensee shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines,

Attachment: License Agreement_Library_TCCAP [Revision 1] (10858 : Facility Use License Agreement with Tri Counties Community

liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to Licensee's use of the Facility, or any act, error, omission, or negligence of Licensee, its agents, servants, officers, directors, members, employees, or guests.

5. **Insurance:** Licensee, at its own cost, agrees to maintain, for the duration of this License, the following insurance policies:

A. **General Liability Coverage:** Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage.

B. **Policy Endorsements:** Said insurance 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 Licensee;

2) Providing that Licensee's insurance shall be the primary insurance as respects County. 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 Licensee'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;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

6) Providing broad-form contractual liability coverage insuring Licensee'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.

C. **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.

6. **Waste:** Licensee shall not commit, suffer, or permit the commission by others or itself of

Attachment: License Agreement_Library_TCCAP [Revision 1] (10858 : Facility Use License Agreement with Tri Counties Community

any waste or nuisance at the Facility. Licensee shall maintain and leave the Facility in a neat, clean and sanitary condition at all times.

A. Licensee shall be liable to County for any loss or damage to the Facility arising from, or in connection with, the use of the Facility by the Licensee or any of its officers, agents, employees, members, or participants.

B. Licensee is responsible for all routine maintenance, cleaning and repairs of the Facility during the duration of this License Agreement. Licensee shall be responsible for all costs incurred by County to clean or repair the Facility after Licensee's use.

C. Licensee shall not make any alterations to Facility without the express written permission of the County.

D. Licensee shall not use or keep at the Facility any kerosene, gasoline or flammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by the County. No, explosives or fireworks of any kind shall be brought onto or used upon the Facility.

E. Smoking is not allowed in the Facility, or within 50 feet of any doors or windows.

7. **Utilities:** County shall pay for all utility costs as they are in a shared building with the Colusa Library Branch.

8. **Controlling Law Venue**: This License 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.

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

If to County:	County of Colusa 547 Market Street, Suite 102 Colusa, California 95932
If to Licensee:	TCCAP ATTN: Lauren Wong, Executive Director 318 6th Street Orland, CA 95963

Attachment: License Agreement_Library_TCCAP [Revision 1] (10858 : Facility Use License Agreement with Tri Counties Community

10. **Entire License:** This License constitutes the complete and exclusive statement of agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this License.

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

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

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

14. **Termination**: This license may be terminated:

    A. Immediately for cause if either party violates the terms or provision of this License; or

    B. By the County with 30 days written notice.

15. **Partial Invalidity:** If any provision of this license 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.

COUNTY OF COLUSA	**TRI COUNTIES COMMUNITY ACTION PARTNERSHIP**
_____	_____
Daurice K. Smith, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Marcos Kropf, Interim Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy

Attachment: License Agreement_Library_TCCAP [Revision 1] (10858 : Facility Use License Agreement with Tri Counties Community

COUNTY OF COLUSA, CA

7.4

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Purchase Agreement with Atmax Equipment Co. for the budgeted purchase of a Gen 4 MowerMax Boom Mower in the amount of $292,856.85

Ratify Purchase Agreement with **Atmax Equipment Co**. for the budgeted purchase of a Gen 4 MowerMax Boom Mower in the amount of $292,856.85.

Detailed Description/Background of request

The Department of Public Works is requesting ratification of a sales agreement with Atmax Equipment Co. for the purchase of a Gen 4 MowerMax Boom Mower in the amount of $292,856.85. The vendor was selected through Sourcewell, a national cooperative purchasing program that establishes competitively solicited contracts. Participation in Sourcewell allows public entities to purchase equipment and services from prequalified vendors without conducting their own formal bid process, while remaining compliant with state and local procurement laws.

This equipment purchase was approved in the preliminary budget and subsequently authorized for purchase prior to adoption of the final budget on September 23, 2025. However, due to an internal miscommunication among staff, the sales agreement was not executed in accordance with County purchasing policies and procedures. The oversight was not identified until the equipment was delivered. Upon discovery, the equipment was placed out of service pending formal Board ratification.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted, 007-57199-610

Action for the Clerk

Assign contract number.

ATTACHMENTS:

- Purchase Agreement (PDF)

ATMAX EQUIPMENT CO.

Purchase Agreement

Colusa County, CA, agrees to purchase a Gen 4 MowerMax Boom Mower as specified in Quote Number (Q001473) for $292,856.85 (Including Taxes). We have thoroughly reviewed the Quote Number listed above and agree to all details listed as being accurate regarding upgrades, attachments and tires desired.

Payment terms are Net 30 days from date of delivery. Accounts past terms will have a late fee assessed of 1.5% of the balance due.

Agreed upon by (two official signatures are required)

Signed: _____

Printed Name: Chris Rogers

Title: Eq. Main Supervisor

Date: 8-5-25

Signed: _____

Printed Name: KEVIN RICHARDSON

Title: SUPERVISOR

Date: 8-5-25

Attachment: Purchase Agreement (10880 : Ratify purchase agreement with Atmax Equipment Co.)

QUOTE

Quote Nbr.:	**Q001845**
Order Date:	7/30/2025
Valid Until:	9/28/2025
Sales Person:	Ben Records
Customer ID:	C007024
Reference:	
Payment Terms:	
For:	Chris Rogers
Contract:	

ATMAX Equipment Co.
6902 E. 7th Ave
Tampa, FL, 33619
Phone: 813-634-1111

Web: www.mowermax.com

BILL TO:
Colusa County
1215 Market St
Colusa CA 95932-2035
United States of America

SHIP TO:
Colusa County CA
5714 E St
Williams CA 95932-5138
United States of America

NO.	ITEM	QTY.	PRICE	AMOUNT
1	810-1003: MowerMax Prime Mover, 22ft-26ft, FLA Capable,Gen 4	1.00	204,414.85	204,414.85
	154 HP Cummins Turbo Diesel, Stage V 4-Speed Hydrostatic Transmission Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Rear Axle Stabilizer Full time 4WD 3 Steering Modes, Front, Crab and 4 Wheel ISO Mounted Cab, Certified ROPS - ISO 3471 and FOPS - ISO3449 1/2" High Impact Lexan on right side of cab 10" Touchscreen Color Monitor Grammer cloth seat, 12v Air-ride, with lumbar, tilt, arm rest & two safety switches Climate controlled with AC and Heat AM/FM Stereo with Blue Tooth, 6" touch screen Tires: Heavy duty Radial Multi-Purpose Boom: 180 Deg Boom Rotation with Quick Disconnect System with Stucchi Quick Coupler System for easy removal Safety: Headlights with LED daytime running lights, turn signal and brake lights Class 1 LED Strobe, 12 LED Mini Strobes and 1 - 36in LED Directional Bar Back-up alarm Mirror Back Up Camera and Front-View camera Reversing Radiator Cleanout Fan Training - Operator and Safety			
2	810-2053: Boom Arm, 26ft, Stucchi QD	1.00	21,429.48	21,429.48
3	810-3054: Boom Attachment, Rotary Deck, 60in, Articulate Capable, Stucchi QD	1.00	21,700.66	21,700.66
	Hydraulic Limb Door with 180° Deck Swivel Quick Disconnect System: with Single Pin Removal & Multi-Plate Hydraulic Disconnect			
4	810-6012: Option, Articulate, Rotary, 45/45 Deg.	1.00	.00	0.00
	OPTION Rotary Deck: 45°/45° left to right articulate			
5	810-4001: Front Lift Arms with Universal Attachment Mount	1.00	14,503.13	14,503.13
6	810-6001: Option, Radial Tires/Wheels, Set of 4	1.00	.00	0.00
7	SHIPPING: Shipping and Handling	1.00	10,500.00	10,500.00

Quote Total:	272,548.12
Tax Total:	20,308.73
Total (USD):	292,856.85

Attachment: Purchase Agreement (10880 : Ratify purchase agreement with Atmax Equipment Co.)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Appointment of the 2025-2026 California State Association of Counties (CSAC) Board of Directors Member and Alternate.

Appointment of the 2025-2026 California State Association of Counties (CSAC) Board of Directors Member and Alternate.

Detailed Description/Background of request

Under provisions of the California State Association of Counties ("CSAC") Constitution, members of the Board of Directors and alternates are nominated by their respective Boards of Supervisors and appointed by the Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on Monday, December 1, 2025

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the county has its newly appointed or re-appointed board representative at this first meeting.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2025-2026 Executive Committee and to conduct other business.

Please note:

If we do not submit our 2025-26 nomination, our current representative(s) will continue to serve. Counties have the ability to change Board representatives and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

Also, in order for our Board representative(s) to be considered for a position on the CSAC Executive Committee, the nomination must be made prior to the CSAC Annual Conference, which commences on Monday, December 1, 2025.

Prior Board Action

2024 appointments were made on October 15, 2024. Supervisor Boes is the primary and Supervisor Bell is the Alternate.

Appointments are made every year around this time, prior to the CSAC annual Conference.

Fiscal Impact/Funding Source
N/A

Action for the Clerk
Return via link in email.

ATTACHMENTS:

- CSAC Board Nomination Memo for 2025-26 (PDF)
- 2024-25 Board of Directors Roster (PDF)

California State Association of Counties®

Officers

President
Jeff Griffiths
Inyo County

1st Vice President
Susan Ellenberg
Santa Clara County

2nd Vice President
Luis Alejo
Monterey County

Past President
Bruce Gibson
San Luis Obispo County

CEO
Graham Knaus

September 20, 2025

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2025 Annual Meeting will commence on Monday, December 1. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2025-2026 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, December 1.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2025-2026 nomination, your current Board representative and alternate will continue to serve. Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or 916-247-0032.

cc: 2024-2025 CSAC Board of Directors
Clerks, Board of Supervisors

Attachment: CSAC Board Nomination Memo for 2025-26 (10831 : Appointment of California State Association of Counties (CSAC) Board of

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2024-2025

SECTION		
U=Urban	President:	Jeff Griffiths, Inyo
S=Suburban	First Vice President:	Susan Ellenberg, Santa Clara
R=Rural	Second Vice President:	Luis Alejo, Monterey
	Immediate Past President:	Bruce Gibson, San Luis Obispo

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	David Haubert
R	Alpine County	Terry Woodrow
R	Amador County	Jeff Brown
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Greg Ferrero
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Leticia Perez
R	Kings County	Rusty Robinson
R	Lake County	Bruno Sabatier
R	Lassen County	Gary Bridges
U	Los Angeles County	Kathryn Barger
R	Madera County	Jordan Wamhoff
S	Marin County	Mary Sackett
R	Mariposa County	Rosemarie Smallcombe
R	Mendocino County	Maureen “Mo” Mulheren
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Anne Cottrell
R	Nevada County	Heidi Hall

Attachment: 2024-25 Board of Directors Roster (10831 : Appointment of California State Association of Counties (CSAC) Board of Directors FY

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Angela Curro
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Monica Montgomery Steppe
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Noelia Corzo
S	Santa Barbara County	Bob Nelson
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Manu Koenig
R	Shasta County	Kevin Crye
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Wanda Williams
S	Sonoma County	James Gore
S	Stanislaus County	Mani Grewal
R	Sutter County	Dan Flores
R	Tehama County	Pati Nolen
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	John Messick

TREASURER

Belia Ramos, Napa County

ADVISORS

Brian E. Washington, Marin County Counsel, County Counsels' Association Past President
Jason Britt, Tulare County CAO, California Association of County Executives, President

Attachment: 2024-25 Board of Directors Roster (10831 : Appointment of California State Association of Counties (CSAC) Board of Directors FY

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Presentation on the Fallen Officers memorial

Presentation on the Fallen Officers memorial.

Detailed Description/Background of request
Presentation by Supervisor Corona on the proposed Fallen Officers memorial.

Prior Board Action
None

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

ATTACHMENTS:

- Colusa County Law Enforcement Memorial Rev. 9-30-25 (PPTX)

COLUSA COUNTY LAW ENFORCEMENT MEMORIAL

Honoring Our Fallen Heroes



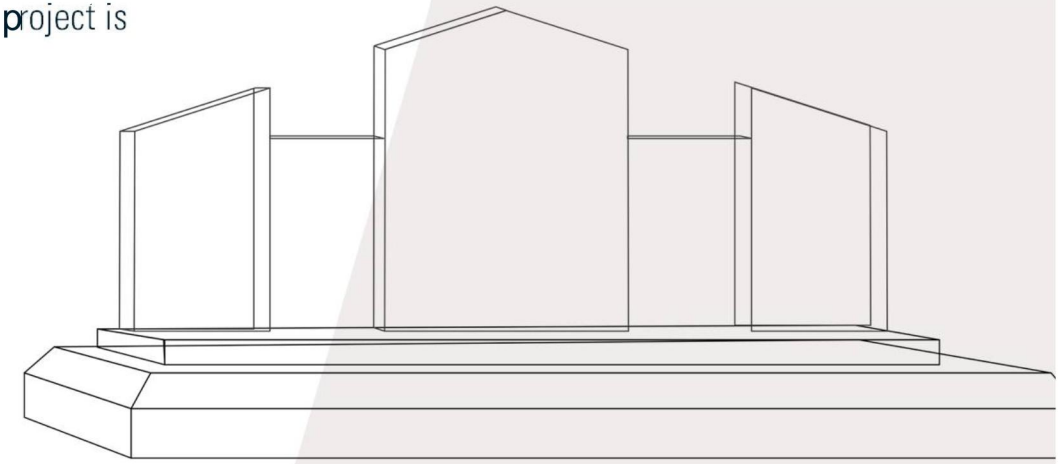
Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

PROJECT SUMMARY

- In November 2024, a committee was formed to plan Colusa County's Law Enforcement Memorial.
- The memorial will honor five officers who died in the line of duty and serve as a future remembrance site.
- Located in front of the historic courthouse, the project is funded entirely by private donations.
- Fundraising goal: $100,000.



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

WHY THIS MEMORIAL MATTERS

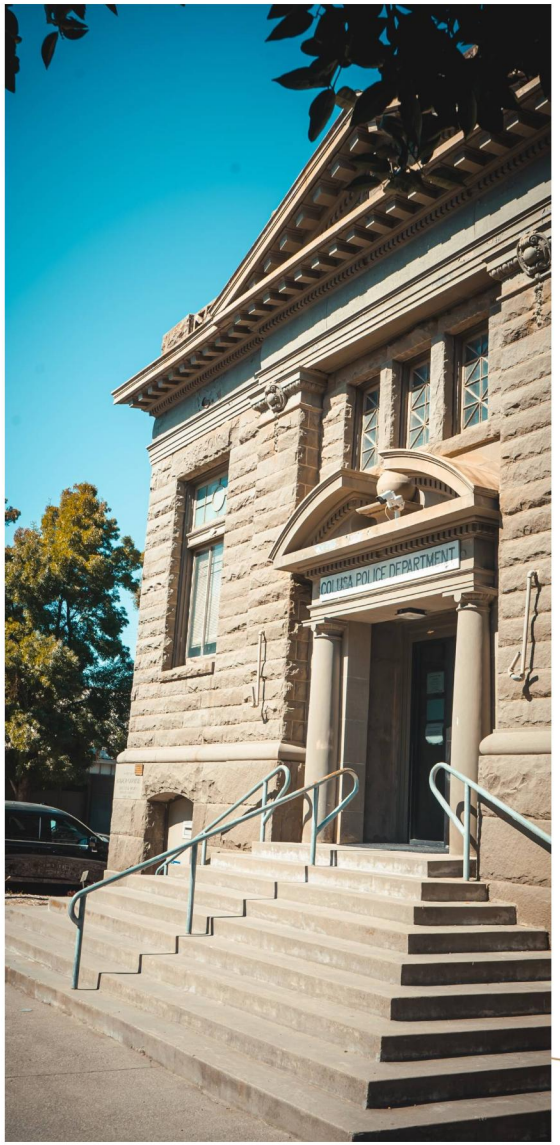


Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

- This memorial is a long-overdue tribute to the brave officers who gave their lives protecting our community.
- It provides a place for reflection, remembrance, and education about the sacrifices made by law enforcement.
- It strengthens community bonds and honors the legacy of service and courage.



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen



PLANNING COMMITTEE

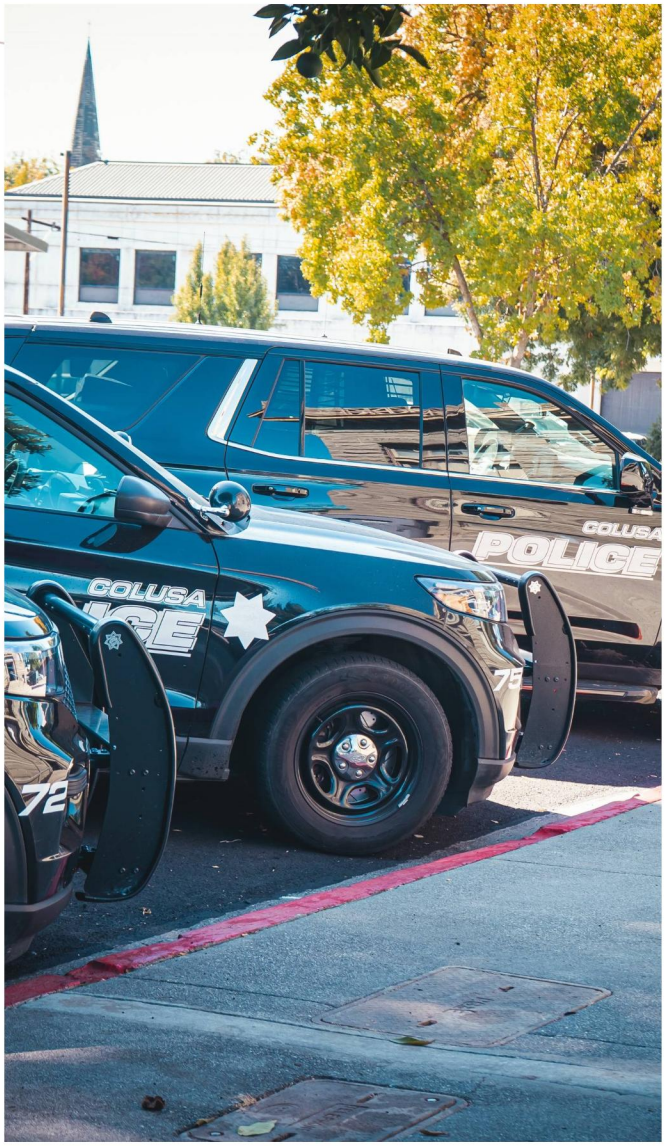
- - Current law enforcement officers from seven agencies
- - Two Colusa County Board of Supervisors members
- - Retired law enforcement officers
- - Dedicated community members

Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

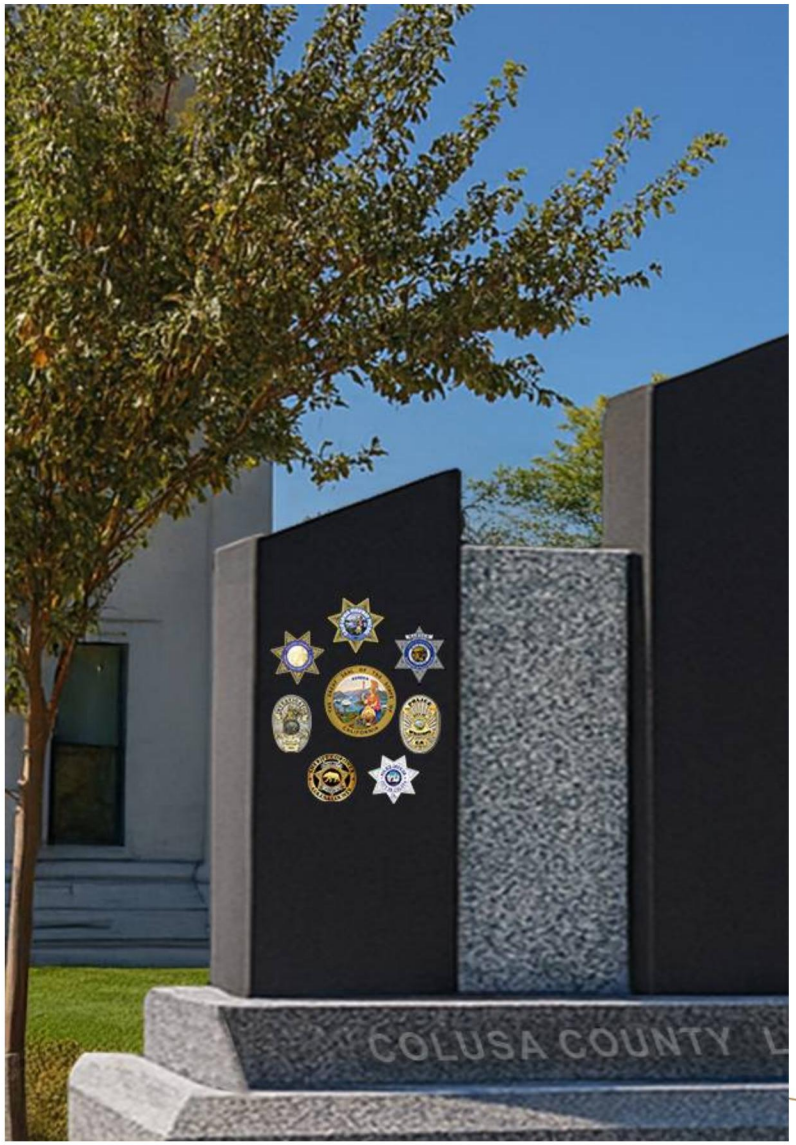
FALLEN PEACE OFFICERS

- The memorial will honor five fallen officers with personalized engravings and dedicated plaques. The design also includes space for future additions, ensuring ongoing remembrance and recognition.

  - - Michael McClung – Colusa County Sheriff
  - - Lein H. Nelson – Fish and Wildlife Game Warden
  - - Jasper Newton Scoggins – Town Marshal
  - - John T. Arnold – Town Marshal
  - - John A. McClain – Colusa County Sheriff



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen



MEMORIAL LOCATION

- The proposed site is in front of the historic courthouse on Market Street, between 5th and 6th Streets.
- This location offers high visibility and a meaningful historic backdrop.

Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

COURTHOUSE BACKGROUND SIGNIFICANCE

- The historic courthouse serves as a powerful backdrop, symbolizing justice, civic duty, and the enduring commitment of law enforcement to uphold the law. Its architectural grandeur adds solemnity and reverence to the memorial site.

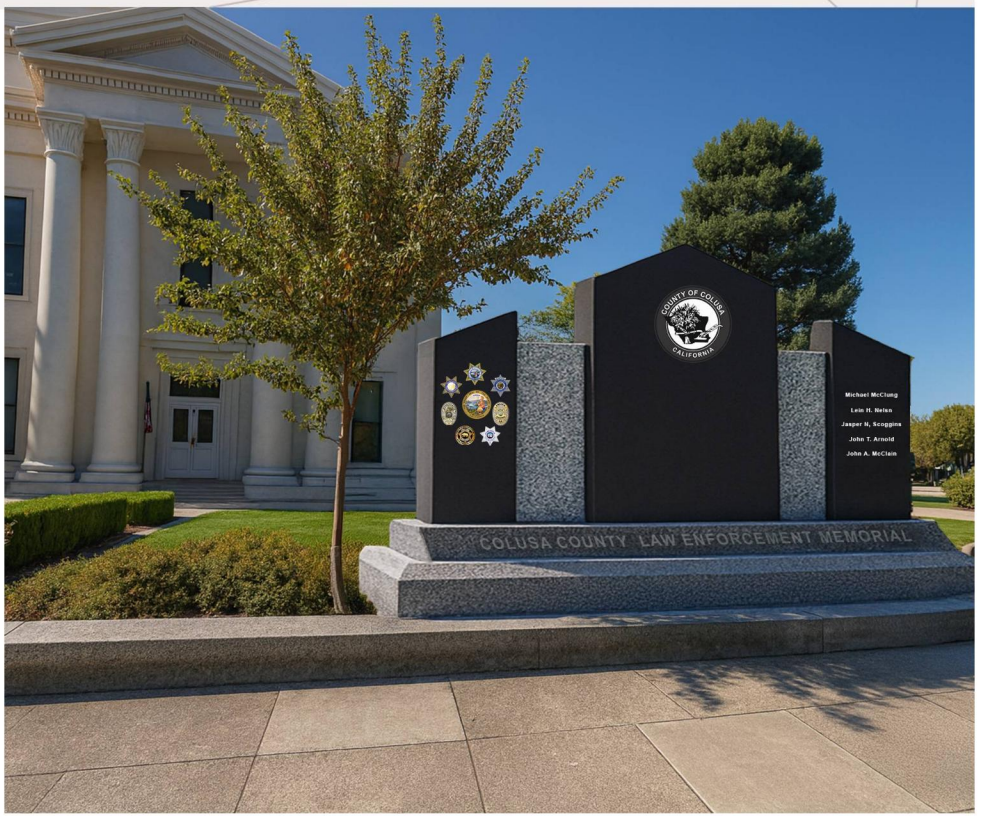
- The memorial design includes engraved fallen officers' names, law enforcement emblems, and a central monument. These elements reflect honor, sacrifice, and remembrance, creating a space for reflection and tribute



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

COMMUNITY ENGAGEMENT

- Visibility from Market Street and proximity to the courthouse encourage community interaction. The memorial is designed to be a gathering place for ceremonies, education, and reflection, fostering civic pride and unity.



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

FUNDING & ACCOUNTING

- North Valley Community Foundation
- All donations will be tax deductible (501c3)



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen



Attachment: Colusa County Law Enforcement Memorial Rev. 9-30-25 (10873 : Presentation Fallen

COUNTY OF COLUSA, CA

8.3

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Molly West

SUBJECT: Sitting as the Colusa County Flood Control and Water Conservation District Adopt a Resolution of Intent to Detach Kletsel Dehe Wintun Nation Land from Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District.

Sitting as the Colusa County Flood Control and Water Conservation District
Adopt a Resolution of Intent to Detach Kletsel Dehe Wintun Nation Land from Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District.

Detailed Description/Background of request

The Colusa County Flood Control and Water Conservation District Act requires that, before any land may be detached from a Zone of Benefit, the Board of Directors must first adopt a Resolution of Intention. This resolution must then be published twice in a newspaper of general circulation, with the first publication occurring at least 14 days prior to the scheduled public hearing.

At its meeting on October 7, 2025, the Board provided direction to the Assistant County Administrative Officer to initiate the process to remove the Kletsel Dehe Wintun Nation lands from the boundaries of Zone of Benefit No. 3.

The proposed resolution before the Board satisfies all procedural requirements of the Act and formally sets a public hearing for November 18, 2025, at 9:30 a.m. The purpose of today's action is for the Board to adopt the Resolution of Intention, thereby allowing the District to proceed with the required public hearing regarding the proposed detachment of the Kletsel Dehe Wintun Nation lands from Zone 3.

Prior Board Action

The Zone of Benefit No. 3 was formed on February 27, 2024.

Fiscal Impact/Funding Source

Fiscal impact for the adoption of this resolution will be the subsequent publication costs, which are unknown until the proof is provided by the paper.

Action for the Clerk

Obtain appropriate signatures, and arrange for publication of the Resolution and attached Map in the Pioneer Review for two successive weeks commencing October 31, 2025.

ATTACHMENTS:

- Resolution_Intent to Detach Land from Zone 3 (DOCX)
- Attachment A_Updated Zone of Benefit No. 3 Map (PDF)

RESOLUTION NO. 25-

A RESOLUTION OF INTENTION OF THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO DETACH LAND FROM ZONE OF BENEFIT NUMBER 3

WHEREAS, on February 27, 2024, the Board of Directors of the Colusa County Flood Control and Water Conservation District ("District") adopted Resolution No. 24-07, forming Zone of Benefit No. 3 of the District;

WHEREAS, on April 24, 2025, the Kletsel Dehe Wintun Nation submitted a written request to the Sites Project Authority seeking removal of its lands and interests from the Zone 3 mapped area;

WHEREAS, on September 3, 2025, the Zone of Benefit No. 3 Council formally requested that the District initiate proceedings to detach the Kletsel Dehe Wintun Nation lands from Zone of Benefit No. 3;

WHEREAS, pursuant to the authority contained in the California Water Code Appendix, Chapter 123-601 et seq., the Board of Directors of the District may alter the boundaries of a Zone of Benefit following notice and hearing as required by law; and

WHEREAS, it is the intent of the District to detach land from Zone of Benefit Number 3 and approve the revised jurisdictional boundaries of which are defined in the map attached hereto as Attachment "A."

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Colusa County Flood Control and Water Conservation District that on November 18, 2025, at the hour of 9:30 a.m., in the Board of Supervisors Chambers of the Colusa County Courthouse, 547 Market Street, Colusa, California, a public hearing shall be held to consider the proposed detachment of the lands of the Kletsel Dehe Wintun Nation from Zone of Benefit No. 3. Any formal protest must be made in writing and submitted at the hearing. Protest forms will be made available at the hearing.

BE IT FURTHER RESOLVED, that a copy of this Resolution of Intention to Detach Land from Zone of Benefit No. 3 shall be published in the Pioneer Review, a newspaper of general circulation, pursuant to Government Code Section 6066, with the first publication to be at least 14 days prior to the date fixed for the public hearing.

SIGNATURES ON NEXT PAGE

Attachment: Resolution_Intent to Detach Land from Zone 3 (10874 : Resolution of Intention to Detach Kletsel Dehe Wintun Nation Land from

PASSED AND ADOPTED this 21st day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair
Colusa County Board of Directors,
Colusa County Flood Control and
Water Conservation District

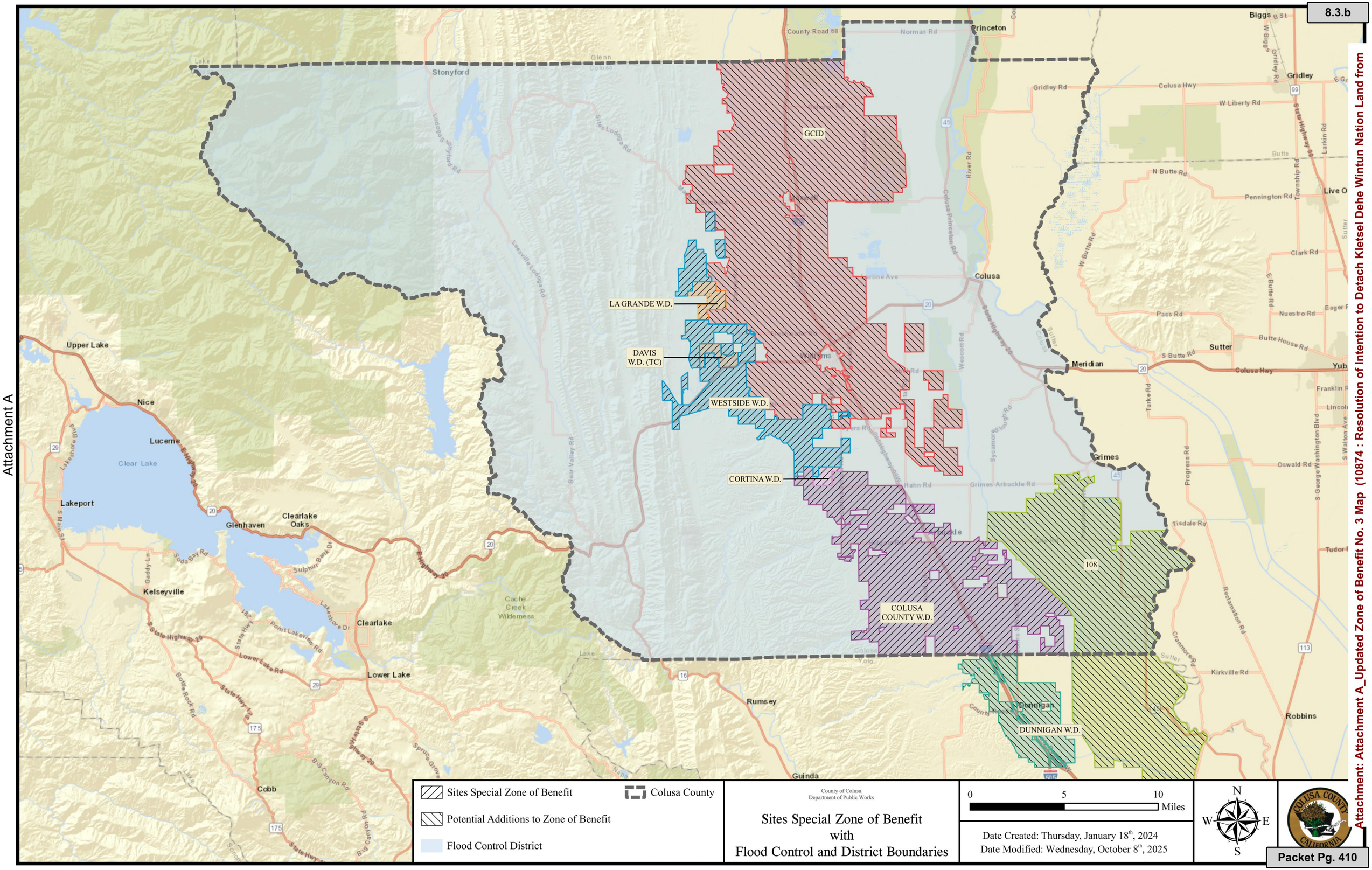
ATTEST: Marcos Kropf, Interim Clerk
to the Board of Directors Colusa County
Flood Control and Water Conservation District

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution_Intent to Detach Land from Zone 3 (10874 : Resolution of Intention to Detach Kletsel Dehe Wintun Nation Land from



Attachment A

Attachment: Attachment A_Updated Zone of Benefit No. 3 Map (10874 : Resolution of Intention to Detach Kletsel Dehe Wintun Nation Land from

COUNTY OF COLUSA, CA

11.1

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Closed Session - Threat To Public Services or Facilities

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.2

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

11.3

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: County Counsel

FROM: Jennifer Sutton

SUBJECT: CLOSED SESSION - ANTICIPATED LITIGATION

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

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
N/A

COUNTY OF COLUSA, CA 11.4

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 21, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: CLOSED SESSION: CONFERENCE WITH LABOR NEGITIATOR California Government Code 54957.6 Title: Conference with Labor Negotiator.

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE:	**October 21, 2025**
DEPARTMENT:	**Community Development Department**
FROM:	**Ciara Fisher**
SUBJECT:	**Public Hearing and adoption of the following: A Resolution adopting a Mitigated Negative Declaration, a Mitigation Monitoring Reporting Program, a Reservation and Discount Agreement with Westervelt Ecological Services, LLC and Williamson Act Rescission (PD-25-7) for the Hamilton Bend Mitigation Bank Project, and First reading by title only and adoption of an Ordinance Amending the County General Plan Land Use Designation and Zoning District Maps (PD-25-7) for Assessor's Parcel Numbers 012-270-043 and 015-030-001.**

Public Hearing and adoption of the following:

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

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

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Westervelt Ecological Services, LLC (WES) is proposing the Hamilton Bend Mitigation Bank Project (#PD-25-7) on approximately 226 acres in a rural area of Colusa County, located west of River Road and bounded by the Sacramento River to the west and south, approximately 3.5 miles north of the City of Colusa. The project proposes to restore and preserve Valley Elderberry Longhorn Beetle (VELB), riverine, and floodplain riparian habitats while maintaining limited agricultural use through managed grazing of sheep or goats as part of long-term vegetation management. The project includes the creation of a 205.08-acre mitigation bank, consisting of:

- 60 acres of VELB habitat (39 acres planted and preserved; 21 acres preserved only)

- 107 acres of riverine riparian planting
- 36 acres of floodplain riparian planting

The restoration project will enhance habitat for salmonids, green sturgeon, VELB, and other native species by improving floodplain connectivity and overall ecological health within the Sacramento River corridor.

Historically, the project site was maintained as a walnut orchard; however, its location within an active floodplain subjects it to periodic flooding from the Sacramento River and local runoff. High flows frequently overtop the eastern farm berm, making the site unsuitable for long-term crop production. Most walnut trees were removed by the previous landowner, and the remaining trees were cleared by WES in the fall of 2024.

The proposed project does not include industrial, residential, commercial, or other urban uses. No paving or permanent construction is proposed that would affect soil productivity. The site will remain compatible with agricultural use through managed sheep or goat grazing for vegetation control during long-term operations.

Although the site is currently under Williamson Act Contract No. 04-2, recurring flood events and limited agricultural viability make continued enrollment impractical. Rescission of the contract is appropriate to allow habitat restoration and compatible grazing while preserving the property's open-space and conservation values consistent with the intent of the Act.

The establishment of the Bank is not anticipated to impact surrounding agricultural operations. The restoration will expand conserved lands in the area and further improve the ecological health and connectivity of the Sacramento River corridor. The project also includes approval of a mitigation bank credit reservation and discount agreement, and rescission of the Williamson Act contract.

Project Construction and Operations:

. Site preparation would include planting and maintaining VELB, riparian, and floodplain habitats.
. Grazing activities for vegetation management would be performed using sheep or goats, with fencing to contain animals on-site.
. Long-term operations would include periodic maintenance such as mowing, invasive species removal, and irrigation (as necessary during early establishment).
. No impacts to existing agricultural operations or neighboring properties are anticipated.
. The project would not attract additional wildlife beyond species already present in the vicinity, as the habitat composition mimics the existing riparian habitat along the Sacramento River.

APNs:

012-270-043 and 015-030-001

LOCATION:

4075 River Road, approximately 3.5 miles north of the City of Colusa. The site is west of River Road, bounded by the Sacramento River to the west and south, within Section 6 of Township 16 North, Range 1 West and Section 31 of Township 17 North, Range 1 West, MDB&M, within the Moulton Weir USGS 7.5-minute quadrangle.

The site is located west of River Road, bounded by the Sacramento River to the west and south. To the east is a 76-acre conserved area dominated by riparian habitat. An agricultural processing plant occurs just north of the Bank, and several state, federal, and private conservation projects occur both upstream and downstream of the Bank:

. The Sacramento River VELB Conservation Bank (SRVB) is located directly north of the Bank property,
. The Sacramento River Wildlife Area is located to the north, and
. The Colusa Bypass Wildlife Area is located to the south.

PROJECT AND SITE DESCRIPTION:

The Hamilton Bend proposes the creation of a 205.08-acre mitigation bank to restore and preserve riverine and floodplain riparian habitats. The project will include:

- 60 acres of Valley Elderberry Longhorn Beetle (VELB) habitat (39 acres planted and preserved; 21 acres preserved only)
- 107 acres of riverine riparian planting
- 36 acres of floodplain riparian planting

These enhancements will provide habitat for salmonids, green sturgeon, VELB, and other native species. The site is currently in agricultural and natural open space use.

ANALYSIS:

The Colusa County General Plan contains several provisions related to habitat conservation. Key policies applicable to the Hamilton Bend project include:

Policy OSR 1-3 supports the preservation of open space through the acquisition of fee title or easements by land trusts, government agencies, and conservancies from willing landowners.

Policy CON 1-3 requires that lands actively managed or placed under conservation easement for habitat, wetlands, species, or other natural resource preservation be limited to areas designated Resource Conservation (RC), unless conditions under Policy AG 1-14 are met. The policy also requires prior notification to the County, consistency with General Plan goals, compensation for lost revenue, compatibility with neighboring

land uses, secured water rights and infrastructure, continuation of agricultural operations where applicable, avoidance of adverse impacts to adjacent agricultural operations, prioritization of mitigation credit purchase by local developers, and accommodation of recreational uses or public access where appropriate.

Policy AG 1-14 specifies that habitat creation and management on lands designated for agriculture require a General Plan Amendment to Resource Conservation unless the project continues active agricultural use, is compatible with nearby agricultural activities, and does not create a concentration of conservation lands in the area.

The Hamilton Bend Floodplain Reconnection and Mitigation Bank project is consistent with these policies. The project proposes to establish a 205.08-acre mitigation bank to restore and preserve riverine and floodplain habitats, including 60 acres of VELB habitat (39 acres planted and preserved, 21 acres preserved), 107 acres of riverine riparian habitat, and 36 acres of floodplain riparian habitat. While limited grazing (sheep or goats) will occur for vegetation management, the project remains compatible with surrounding agricultural uses.

The project site's current General Plan land use designation is Designated Floodway (D-F), and the zoning district designation is River Frontage (R-F). The applicant requests a General Plan Amendment to change the land use designation to Resource Conservation (RC) and a Zoning Amendment to change the zoning district designation to Resource Management (R-M) to ensure consistency between the project's use and the County's land use designations. The R-M designation allows for the managed protection and restoration of natural resources, including lands subject to conservation easements.

To ensure consistency with General Plan objectives, the project includes a Mitigation Bank Credit Reservation and Discount Agreement between the County and the Mitigation Site Owner. Under this agreement, the County will reserve 3% of total project credits-approximately 4.34 riparian credits and 43.8 VELB credits-for use by Colusa County or other designated public entities. These credits will be available at a discounted rate for qualifying public projects within the County. The GPA and Rezone will not become effective until this agreement is approved.

Pursuant to Zoning Code Section 44-5.30.020(B), habitat mitigation and management projects that create less than 10 acres of new habitat or result in the loss of 10 or fewer acres of agricultural land are exempt from GPA and Rezone requirements. However, because the Hamilton Bend project exceeds 10 acres of new habitat creation, it does not qualify for this exemption. Therefore, amendments to both the General Plan and Zoning are required to bring the project into consistency with County land use designations and zoning regulations.

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 were included to provide an overall benefit to the County to offset the removal of agricultural activities. In addition, staff believed it was important that the

design of the project did not create impacts on 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.

FINDINGS:

General Plan Consistency

The first required finding necessary to approve a rezone is that "The proposed use is consistent with the General Plan and all applicable provisions of this title." As detailed in the General Plan Considerations section, the proposed use aligns with identified applicable General Plan policies and is an allowed use within the Resource Management designation. As such, the staff finds that this requirement is satisfied.

Not Detrimental to the Surrounding Area

The second required finding is that "The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use." The project is a habitat restoration effort with long-term ecological benefits and minimal adverse impacts to surrounding properties. As such, the staff finds that this requirement is satisfied.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

An Initial Study/Mitigated Negative Declaration (SCH #2025070809) was prepared. The MND and MMRP address potential impacts to biological, cultural, and land use resources. With the implementation of the identified mitigation measures, no significant environmental impacts are expected.

The MND was circulated for public review from July 17, 2025, through August 18, 2025. Comments were received from the Central Valley Flood Protection Board (CVFPB) and the California Department of Fish and Wildlife (CDFW).

- CVFPB: The project requires an encroachment permit for work affecting levees or regulated floodways.
- CDFW: Requested clarification on project acreage, additional mapping of aquatic features, and measures to protect special-status species, including Chinook salmon, Swainson's Hawk, Western Yellow-billed Cuckoo, and Bank Swallow.

The final MND and MMRP have been updated to address these comments.

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 report, no comments have been received.

SUMMARY:

The Planning Commission reviewed and recommended approval of the project at their September 3, 2025, Planning Commission Meeting (4 yes - 0 no, 1 absent).

Staff believes the proposed project is consistent with the proposed General Plan Amendment and Zoning Amendment. 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 three other mitigation bank projects the County has previously approved.

Based on the totality of the record, the staff is recommending that the Board of Supervisors:

) Adopt a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program;
) Approve a General Plan Amendment to change the land use designation of approximately 226 + acres of land from Designated Floodway (DF) to Resource Conservation (RC),
) Approve a change to the zoning classification from River Frontage (R-F) to Resource Management (R-M),
) Reservation and Discount Agreement Conservation Bank Credits, and
) Approve a Williamson Act Rescission.

Prior Board Action

None

Fiscal Impact/Funding Source

The County will receive a 3% credit reservation for local public projects, consisting of approximately 4.34 riparian credits and 43.8 VELB credits at a discounted rate, providing long-term value for County-sponsored mitigation needs.

Action for the Clerk

Contingent upon approval, obtain the necessary signatures, publish the Ordinance, and send a signed electronic copy of the ordinance, resolution, and discount agreement to the Community Development Director.

ATTACHMENTS:

- BOS Resolution PD-25-7 Hamilton Bend (DOCX)
- Ordinance for PD-25-7 Hamilton Bend GPA and RZ (DOCX)
- Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP (DOCX)

- Exhibit C PD-25-7 Hamilton Bend Mitigation Bank Reservation and Discount (DOCX)
- Exhibit D PD-25-7 Hamilton Bend Williamson Act Rescission Findings (DOCX)
- Attachment 1 PD-25-7 Hamilton Bend Site Plan (PDF)
- Westervelt Ecological Svcs Agreement (DOCX)
- 10-21-25 Public Hearing for Westervelt Ecological Services (Hamilton Bend Mitigation Project) PD-25-7-Proof(PDF)

RESOLUTION NO. 25-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A MITIGATED NEGATIVE DECLARATION, A MITIGATION MONITORING AND REPORTING PROGRAM, A RESERVATION AND DISCOUNT AGREEMENT, AND THE RECISSION OF A WILLIAMSON ACT CONTRACT (APNs: 012-270-043 and 015-030-001)

WHEREAS, an application was filed by Westervelt Ecological Services requesting a General Plan Amendment (GPA) and a Zoning Amendment (ZA) on Assessor's Parcel Numbers (APN) 012-270-043 and 015-030-001, ("Property") to allow the 226±-acre project site to restore and preserve riverine and floodplain riparian habitats, including habitat for salmonids, green sturgeon, and Valley Elderberry Longhorn Beetle (VELB);

WHEREAS, the application requests amending the General Plan designation from Designated Floodway (DF) to Resource Conservation (RC) and Zoning district designation from River Frontage (R-F) to Resource Management (R-M) for the subject Property as shown on Exhibits "A"; attached hereto and incorporated by reference;

WHEREAS, in accordance with California Government Code Sections 65353 et seq., the Colusa County Planning Commission conducted a public hearing on September 3, 2025, on the proposed request to amend the Zoning district designation and the General Plan land use designation;

WHEREAS, during the hearing, the Planning Commission considered the requested applications, the staff report, and all public comments and other evidence submitted at said hearing and the proposed environmental determination;

WHEREAS, in accordance with California Government Code Sections 65354 et seq., the Colusa County Planning Commission, following its review and analysis of all evidence submitted during the public hearing, adopted a resolution recommending that the Board of Supervisors approve the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program (Exhibit "B" attached hereto and incorporated by reference), and the requested General Plan and Zoning amendments;

WHEREAS, in accordance with State Law, the Board of Supervisors held a public hearing on October 21, 2025, which was noticed pursuant to all legal requirements; and

WHEREAS, the Board of Supervisors has reviewed and considered the staff report prepared by the Colusa County Community Development Department, the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, the Planning Commission staff report dated September 3, 2025, Planning Commission meeting minutes and recommendation, and all comments submitted by the public at large.

Attachment: BOS Resolution PD-25-7 Hamilton Bend (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, based on its analysis of all evidence and testimony presented and considered at the public hearing, makes the following findings:

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

2. The project would not be incompatible with surrounding land uses.

3. The proposed General Plan is consistent with the General Plan goals, policies, and implementation programs.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby:

1. Adopt a Mitigated Negative Declaration (SCH Number 2025070809) and Mitigation Monitoring and Reporting Program (Exhibit "B" attached hereto and incorporated by reference) for PD-25-7, prepared by the Colusa County Community Development Department, attached to the Planning Commission staff report of September 3, 2025, and on file with the Colusa County Community Development Department, 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.

2. Approve a Reservation and Discount Agreement (Exhibit "C" attached hereto and incorporated by reference) for the Hamilton Bend Mitigation Bank Project to reserve 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle 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.

   A. This General Plan Amendment is contingent upon entering into a Mitigation Bank Credit Reservation and Discount Agreement between the County of Colusa and the project applicant. The terms of this

Attachment: BOS Resolution PD-25-7 Hamilton Bend (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

agreement shall include discounted credits available to the County for future mitigation needs. If said agreement is not approved and executed within six (6) months of this General Plan Amendment and accompanying Zoning Map Amendment, both approvals shall lapse, and the County of Colusa shall take necessary actions to restore the prior land use and zoning designations.

3. As detailed in Exhibit "D" attached hereto and incorporated by reference, and which the Board of Supervisors reviewed in its independent discretion, the Project will be rescinding from the Williamson Act (Gov. Code §§ 51238.1(a) or 51238.1(c)) and the County's local rules implementing the Williamson Act (Resolution No. 02-82).

PASSED AND ADOPTED, this 21st day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair
Colusa County Board of Supervisors

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

_____
Patricia Rodriquez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: BOS Resolution PD-25-7 Hamilton Bend (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING THE COUNTY GENERAL PLAN LAND USE DESIGNATION AND ZONING DISTRICT MAPS (PD-25-7) FOR ASSESSOR'S PARCEL NUMBERS (APN) 012-270-043 AND 015-030-001 FROM DESIGNATED FLOODWAY (DF) LAND USE DESIGNATION TO THE RESOURCE CONSERVATION (RC) LAND USE DESIGNATION AND FROM RIVER FRONTAGE (R-F) ZONING DISTRICT DESIGNATION TO THE RESOURCE MANAGEMENT (R-M) ZONING DISTRICT DESIGNATION

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

The provisions of this ordinance are subject to the Mitigated Negative Declaration (SCH Number 2025070809) and Mitigation Monitoring and Reporting Program for PD-25-7 that the Board of Supervisors has adopted for the concurrent General Plan Amendment under PD-25-7.

SECTION 2

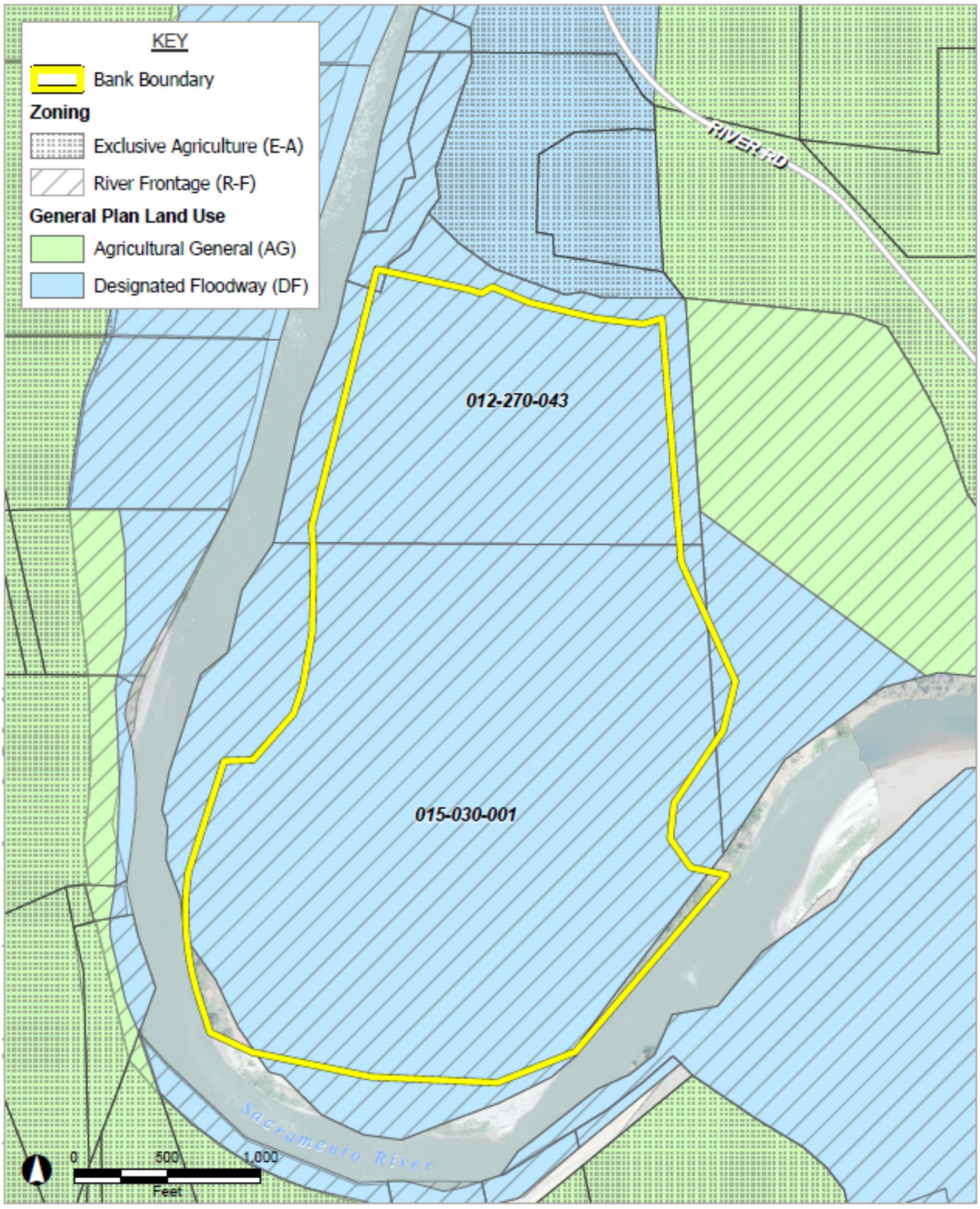
The official Colusa County General Plan land use designation and zoning district maps are amended to change the land use and zoning district designations of 226± acres of land identified as APNs: 012-270-043 and 015-030-001 from Designated Floodway (DF) land use designation to the Resource Conservation (RC) land use designation, and from the River Frontage (R-F) zoning district designation to the Resource Management (R-M) zoning district designation as shown below.

// //

// //

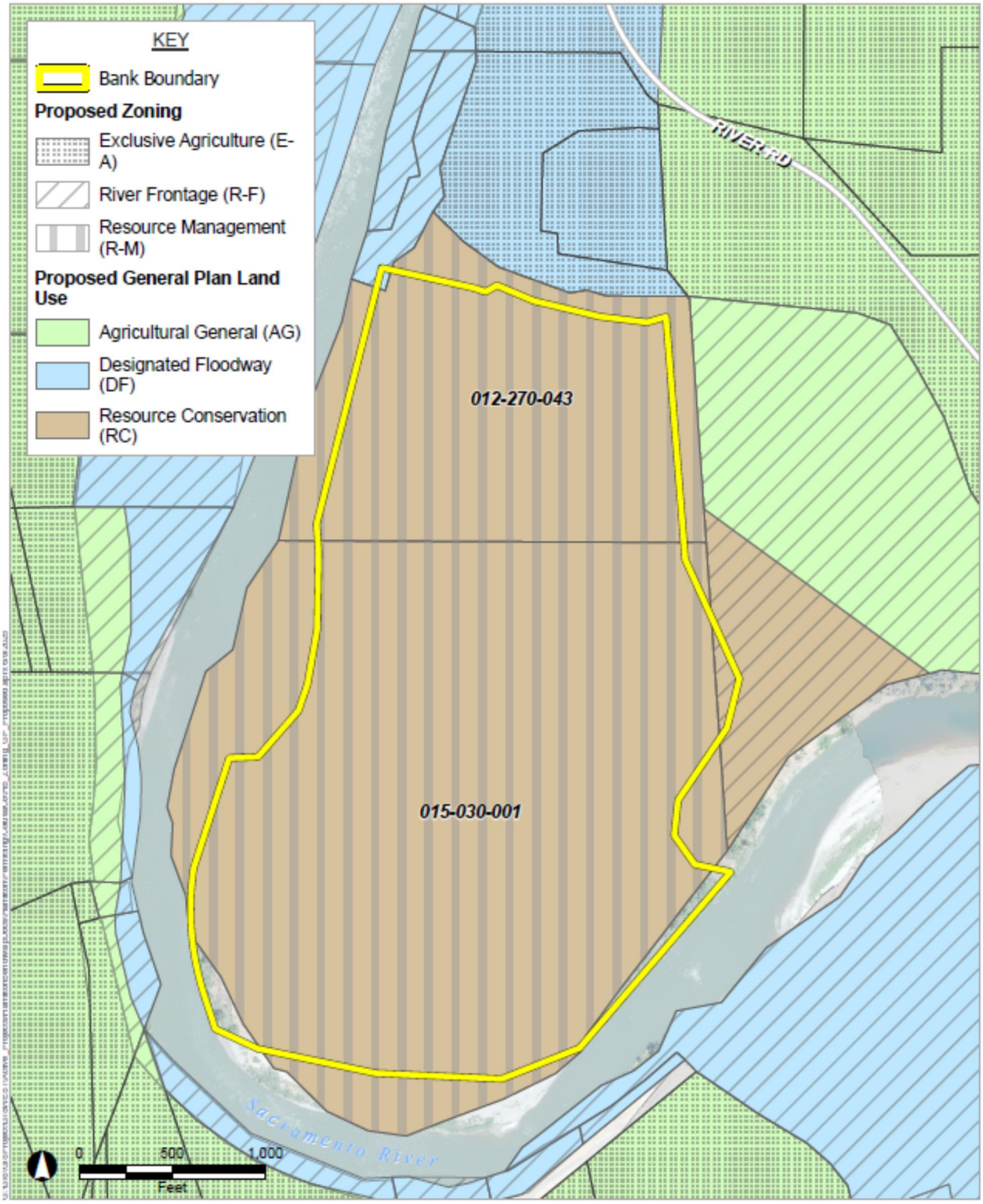
Attachment: Ordinance for PD-25-7 Hamilton Bend GPA and RZ [Revision 2] (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA

Existing General Plan Land Use Designation – Designated Floodway (DF)
and Zoning District Designation – River Frontage (R-F)



Attachment: Ordinance for PD-25-7 Hamilton Bend GPA and RZ [Revision 2] (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA

Proposed General Plan Land Use Designation – Resource Conservation (RC)
and Zoning District Designation – River Frontage – Resource Management (R-M)



Attachment: Ordinance for PD-25-7 Hamilton Bend GPA and RZ [Revision 2] (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA

SECTION 3

This General Plan Amendment is contingent upon entering into a Mitigation Bank Credit Reservation and Discount Agreement between the County of Colusa and the related project applicant, Westervelt Ecological Services, LLC. The terms of this agreement shall include discounted credits available to the County for future mitigation needs. If said agreement is not approved and executed within six (6) months of this General Plan Amendment and accompanying Zoning Map Amendment, this amendment shall automatically lapse and the General Plan and Zoning map shall be restored to the land use and zoning designations prior to this contingent amendment.

SECTION 4

The provisions of this ordinance are severable and if any of said provisions or their application in a particular circumstance is held invalid, the remainder of the ordinance amendment, including the application of such part or provision in other circumstances, shall not be affected and shall continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be held unconstitutional, invalid or unenforceable.

SECTION 5.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced, passed and adopted on the 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

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

APPROVED AS TO FORM:

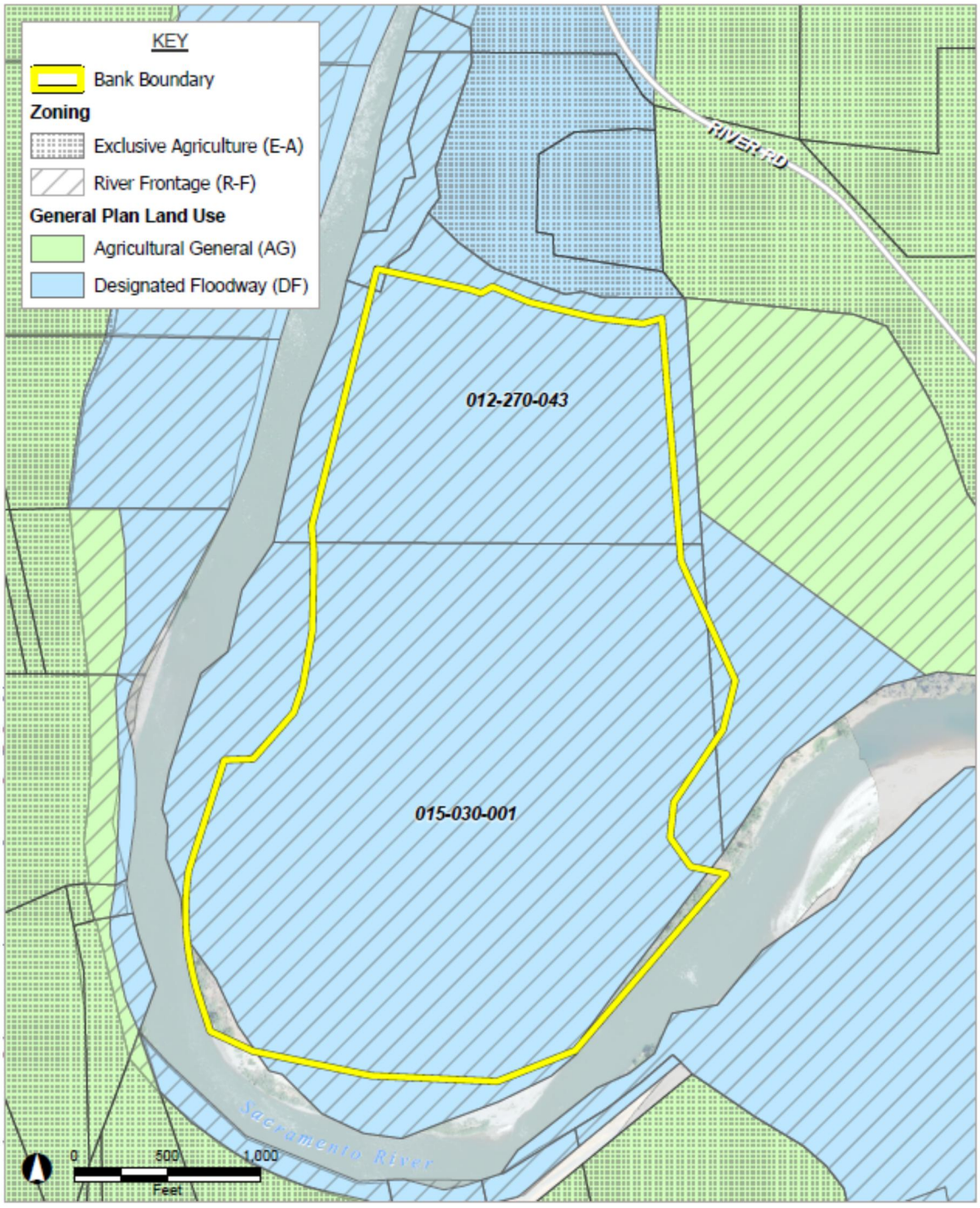
_____
Richard Stout, County Counsel

_____
Patricia Rodriguez, Deputy

Attachment: Ordinance for PD-25-7 Hamilton Bend GPA and RZ [Revision 2] (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA

EXHIBIT "A"
ZONING DISTRICT AND GENERAL PLAN MAP AMENDMENTS
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

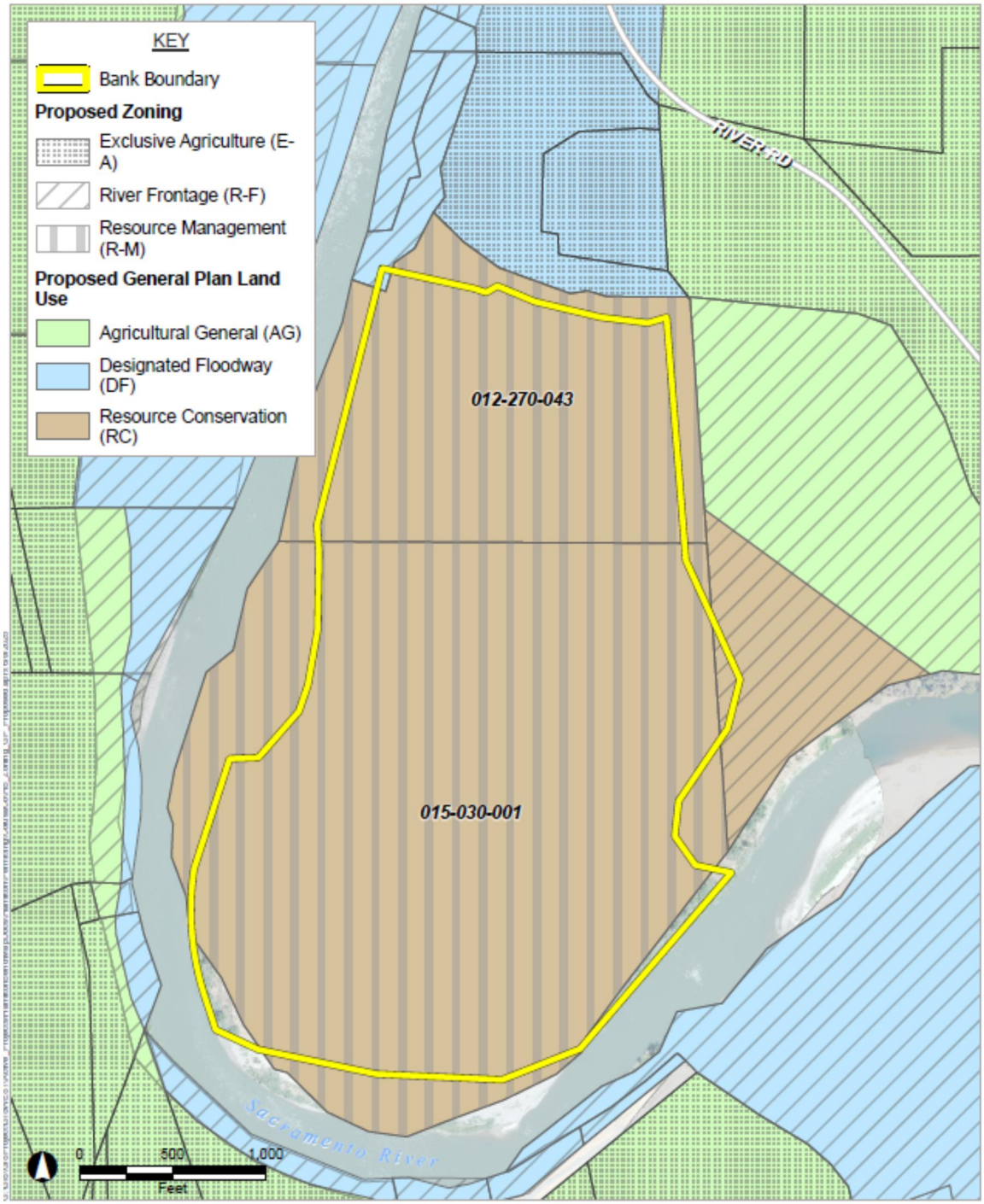
Existing General Plan Land Use Designation – Designated Floodway (DF)
and Zoning District Designation – River Frontage (R-F)



Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1] (10848 : PD-25-7 (Hamilton Bend

EXHIBIT "A"
ZONING DISTRICT AND GENERAL PLAN MAP AMENDMENTS
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Proposed General Plan Land Use Designation – Resource Conservation (RC)
and Zoning District Designation – River Frontage – Resource Management (R-M)



Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1] (10848 : PD-25-7 (Hamilton Bend

EXHIBIT "A"
ZONING DISTRICT AND GENERAL PLAN MAP AMENDMENTS
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1] (10848 : PD-25-7 (Hamilton Bend

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

CEQA Section 21081.6 requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted along with a Mitigated Negative Declaration (MND) to ensure that proposed mitigation measures are implemented. The MMRP must specify what the mitigation measure requires, the entity responsible for monitoring the program, and when in the process it should be implemented. The following MMRP summary table includes the mitigation measures identified in the County of Colusa's (County's) initial study/mitigated negative declaration (IS/MND) for the Hamilton Bend Project. This table also includes a column where responsible parties can check off monitoring and reporting actions as they are completed

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
IMPACT 4(a): have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or	**Mitigation Measure BIO-1: Special-Status Birds** a. For earth-disturbing activities occurring between February 1 and August 31 (which coincides with the bird breeding and nesting season), a qualified biologist (defined as knowledgeable and experienced in the biology and natural history of local avian resources with the potential to occur at the project site) shall conduct preconstruction surveys for nesting birds within all suitable habitat in the project site, and where there is potential for impacts adjacent to the project site (typically within 500 feet of project activities). The preconstruction survey shall be conducted no earlier than 7 days prior to when vegetation removal and ground disturbing activities are to commence. Should ground disturbance commence later than 7 days from the survey date, surveys shall be repeated. b. After commencement of work, if there is a period of no work activity for 7 days or longer during the bird breeding season, surveys shall be repeated to ensure birds have not established nests during inactivity. c. In the event that nesting birds are found and could be adversely affected by project activities, WES shall identify appropriate avoidance methods and exclusion buffers in consultation with the appropriate agency. Exclusion buffers may vary in size, depending on habitat characteristics, project activities/disturbance levels, and species.	Prior to construction or ground disturbing activities	Colusa County & Qualified Biologist	

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
U.S. Fish and Wildlife Service. **IMPACT 4(d)**: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	d. Exclusion buffers shall be demarcated with flagging or temporary construction fencing (or the like), as appropriate to prevent equipment from entering the exclusion zone. Exclusion buffers shall remain in effect until the young have fledged or nest(s) are otherwise determined inactive by a qualified biologist. **Mitigation Measure BIO-2: Special-Status Bats** Within 14 days prior to removal or disturbance of suitable bat roosting trees within riparian habitat, a qualified biologist (defined as knowledgeable and experienced in the biology and natural history of bats with the potential to occur at the project site) will conduct a preconstruction survey for special-status bats. If no special-status bats are observed roosting within the areas planned for tree removal, no additional measures regarding protection of special-status bats are required. If tree removal does not begin within 14 days of the preconstruction survey, or if vegetation removal halts for more than 14 days consecutive, a new preconstruction bat survey will be conducted within 14 days of commencing or resuming riparian tree removal activities. If bats are found in the area where riparian tree removal will occur, a minimum 100-foot avoidance buffer will be established around the roost area until it is no longer occupied. High-visibility fencing or flagging will be installed around the buffer and will remain in place until bats no longer occupy the tree. The tree will not be removed until a qualified biologist has determined that bats are no longer occupying the roosts. If construction activities must occur within the avoidance buffer, a designated monitoring biologist will monitor the vegetation removal activities to ensure that no direct effects to the active roost occur. The monitoring biologist will have stop work authority to cease activities that, in the opinion of the biologist,	14 days prior to initiation of ground-disturbing activities		

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
	threaten to cause adverse effects on the observed bats. If construction activities are stopped due to potential adverse effects, the biologist will consult with CDFW to determine appropriate measures that the construction contractor will implement to avoid adverse effects so that the tree removal work can resume. **Mitigation Measure BIO-3: Northwestern Pond Turtle Protection Measures** a. Conduct Pre-construction Surveys for Northwestern Pond Turtle. Pre-construction surveys for northwestern pond turtles shall be conducted within 48 hours prior to any ground disturbance activities within suitable upland habitat. Preconstruction surveys may be phased across the project site to correspond to areas with active construction. Only areas where disturbance is imminent need to be surveyed. If any turtles are observed on land during the pre-construction survey, to avoid potential nests, suitable upland habitat within 100 feet of aquatic habitat shall be flagged and avoided, where feasible. b. Turtle Avoidance. If any northwestern pond turtles are observed during construction activities, work shall stop until the turtle moves away from the construction zone on its own accord. c. Vehicle Checks. Equipment parked overnight on-site shall be checked before it is moved for the presence of northwestern pond turtles that may be taking shelter under the vehicle. d. Speed Limits. Speed limits overland shall be limited to 15 miles per hour. Drivers shall look for turtles on the roadways and overland areas. e. Mitigation Measure BIO-4: VELB Protection Measures	48 hours prior to any ground disturbance activities		

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
	f. Fencing. Any elderberry shrubs to be avoided will be fenced and/or flagged as close to construction limits as feasible. The avoidance buffer will be at least 20 feet from the dripline of any elderberry shrub. g. Timing. As much as possible, all activities that could occur within 165 feet of an elderberry shrub will be conducted outside the VELB flight season from March through July. h. Chemical Usage. Herbicides will not be used within the dripline of an elderberry shrub. Insecticides will not be used within 100 feet of an elderberry shrub. All chemicals will be applied using a backpack sprayer or similar direct application method. i. Transplanting. A qualified biologist will be on-site for the duration of elderberry shrub transplanting activities (specifically those possessing stems of at least 1 inch in diameter) to assure compliance with avoidance and minimization measures and other conservation measures. An exit-hole survey will be completed immediately before transplanting. The number of exit holes found, GPS location of the plant to be relocated, and the GPS location of where the plant is transplanted will be reported to the Service and to the California Natural Diversity Database (CNDDB). Elderberry shrubs will be transplanted when the shrubs are dormant (November through the first two weeks in February) and after they have lost their leaves. Transplanting during the non-growing season will reduce shock to the shrub and increase transplantation success. Transplanting will follow the most current version of the ANSI A300 (Part 6) guidelines for transplanting (http://www.tcia.org/).			

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
IMPACT 5(b): Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**Mitigation Measure CUL-1: Discovery of Archaeological Resources During Construction** a. If archaeological resources are encountered during proposed project construction, all construction activities within 100 feet shall immediately halt, and a qualified archaeologist, defined as an archaeologist meeting the U.S. Secretary of the Interior's Historic Preservation Professional Qualification Standards for Archeology, shall inspect the find within 24 hours of discovery and shall notify the County of their initial assessment. Indigenous archaeological materials might include obsidian and chert flaked-stone tools such as projectile points, knives, scrapers, or toolmaking debris; culturally darkened soil (midden) containing heat-affected rocks, artifacts, or shellfish remains; stone milling equipment such as mortars, pestles, or handstones; and battered stone tools such as hammerstones and pitted stones. Historic-era materials might include building or structure footings or walls and deposits of metal, glass, and/or ceramic refuse. b. If the County determines—based on recommendations from the qualified archaeologist and California Native American Tribes, if the resource is indigenous—that the resource may qualify as an historical resource, unique archaeological resource, or tribal cultural resource (as defined by CEQA), the resource shall be avoided, if feasible. This may be accomplished through planning construction to avoid the resource, incorporating the resource within open space, capping and covering the resource, or deeding the site into a permanent conservation easement. c. • If avoidance of the resource is not feasible, the County shall continue to consult with California Native American Tribes, if the resource is indigenous, and other appropriate interested parties to determine treatment measures to avoid, minimize, or mitigate any potential	Prior to construction and during construction	Colusa County & Qualified Archaeologist	

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
	impacts to the resource pursuant to CEQA. This shall include preparation and implementation of a detailed treatment plan to recover the scientifically consequential information from the resource before any excavation at the resource site. The treatment plan shall be prepared in consultation with the County, and, if the resource is indigenous, relevant California Native American Tribes. Treatment for most resources would consist of (but would not necessarily be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be affected by the proposed project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Any technical report developed to document the implementation mitigation shall be submitted to the Northwest Information Center upon approval by the County, unless the document contains information that California Native American Tribes involved in the development of the mitigation deem should not be filed with the Northwest Information Center, in which case, the report shall be submitted to the Native American Heritage Commission.			
IMPACT 5(c): Would the project disturb any human remains, including	**Mitigation Measure CUL-2: Discovery of Human Remains During Construction** In the event of discovery of any human remains during project 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	Prior to construction and during construction	Colusa County & Qualified Archaeologist	

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "B"
MITIGATION MONITORING AND REPORTING PROGRAM
(GPA & REZONE PD-25-7 HAMILTON BEND PROJECT)

Impact	Requirement	Timeframe of Mitigation	Monitoring, Enforcement, and Reporting Responsibility	Completion Date and Initials
those interred outside of formal cemeteries?	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, and the most likely descendent 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.			
IMPACT 11(b): b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	**Mitigation Measure LU-1: Mitigation Bank Credit Reservation and Discount** A condition of approval shall be required in the County's General Plan Amendment and Rezone and Use Permit approval that a mitigation bank credit and reservation agreement be entered into with the County of Colusa in order for the General Plan Amendment and Rezone and 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.	Prior to approval of GPA and Rezone	Colusa County	

Attachment: Exhibit A and Exhibit B for PD-25-7 Hamilton Bend GPA/ZA Maps and MMRP [Revision 1]

EXHIBIT "C"

RESERVATION AND DISCOUNT AGREEMENT FOR SALE OF APPROVED RIPARIAN AND VALLEY ELDERBERRY LONGHORN BEETLE BANK CREDITS (Hamilton Bend Conservation Bank)

This Reservation and Discount Agreement for Sale of Approved Riparian and Valley Elderberry Longhorn Beetle Bank Credits (the "**Agreement**") is entered into this_____ day of _____, 2025 (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 Harmony 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**"), the National Oceanic & Atmospheric Administration Fisheries ("**NOAA**"), the U.S. Army Corps of Engineers ("**Corps**"), and the California Department of Fish and Wildlife ("**CDFW**" and, together with the Service, NOAA and the Corps, collectively, the "**Resource Agencies**") to sell certain credits (each a "**Credit**" and collectively the "Credits") from the Bank (including the Buyer 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 Credits to development projects that have environmental impacts which require compensatory mitigation. The exact number of Credits that will ultimately be secured is currently unknown due to the uncertainty of the review and approval processes by the Resource Agencies. However, it is anticipated that there will be sufficient Credits to sell the County Credits (as defined below) to the County.

D. County desires the Mitigation Site Owner to reserve 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle 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: Exhibit C PD-25-7 Hamilton Bend Mitigation Bank Reservation and Discount [Revision 1] (10848 : PD-25-7 (Hamilton Bend

EXHIBIT "C"

AGREEMENT

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., 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle) 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 Resource Agencies (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 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 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 Credits from the Bank from the Mitigation Site Owner if available at the time of such request, and any such purchase of additional 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 approval of Bank that can provide the applicable County Credits by the Resource Agencies and has obtained approval

Attachment: Exhibit C PD-25-7 Hamilton Bend Mitigation Bank Reservation and Discount [Revision 1] (10848 : PD-25-7 (Hamilton Bend

for a 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 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle Reservation Expiration Unpurchased Credits to a third party; provided however, that after Mitigation Site Owner's sale of the remaining 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle 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 Credit releases from the Bank, and that the 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 Resource Agencies 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 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 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: Exhibit C PD-25-7 Hamilton Bend Mitigation Bank Reservation and Discount [Revision 1] (10848 : PD-25-7 (Hamilton Bend

EXHIBIT "C"

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

_____ Date:_____
Daurice K. Smith, Chair

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

_____
Patricia Rodrigues, Deputy Clerk

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: Exhibit C PD-25-7 Hamilton Bend Mitigation Bank Reservation and Discount [Revision 1] (10848 : PD-25-7 (Hamilton Bend

Exhibit "D"

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE RESCISSION OF EXISTING WILLIAMSON ACT CONTRACT NO. 04-2

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement State-wide farmland preservation policies intended at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, Westervelt Ecological Services LLC are the current owners of certain property that was placed in a Williamson Act contract (#04-2) on August 24, 2005;

WHEREAS, an application was filed requesting a General Plan Amendment (GPA) and a Zoning Amendment (ZA) to allow the 226+-acre project site to restore and preserve riverine and floodplain riparian habitats, including habitat for salmonids, green sturgeon, and Valley Elderberry Longhorn Beetle (VELB); on Assessor's Parcel Numbers (APN) 012-270-043 and 015-030-001 between legal Williamson Act contracted parcels of the Westervelt Ecological Services LLC Landowners;

WHEREAS, the properties involved in the GPA and ZA application (PD-25-7) are within an existing duly established Williamson Act contract and the property transfer would remove the project property from the existing Williamson Act contract;

WHEREAS, the GPA and ZA application and associated proposed rescission of the Williamson Act contract affect only the above-referenced parcels and do not otherwise affect Williamson Act contracts on any other parcels in the County;

WHEREAS, Should any landowner elect to serve a notice of non- renewal instead of accepting the reduced contract term, County staff is directed to process the notice of non-renewal pursuant to Government Code Section 51245;

WHEREAS, in order for the Community Development Director to approve PD-25-7, the Board of Supervisors would need to first make certain findings pursuant to Government Code Section 51257(a) and approve the rescission of the subject contract;

WHEREAS, the draft Administrative Staff Reports prepared for PD-25-7 contains a detailed analysis of how said GPA and ZA applications comply with Government Code Section 51257(a);

WHEREAS, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Reports prepared for PD-25-7 and has considered how the proposed GPA and ZA comply with Government Code Section 51257(a); and

WHEREAS, approval of the proposed project would not result in any significant adverse environmental effects and is exempt from the California Environmental Quality Act (CEQA; Public Resources Code §§ 21000 et seq.) pursuant to CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), Section 15317 (Open Space Contracts or Easements); and

Attachment: Exhibit D PD-25-7 Hamilton Bend Williamson Act Rescission Findings (10848 : PD-25-7 (Hamilton Bend Mitigation Bank,

Exhibit "D"

WHEREAS, the rescission of the Williamson Act contract affecting the same real property to implement the project described in the Mitigated Negative Declaration (SCH No. 2025070809) for PD-25-7 constitutes a subsequent approval within the scope of the original MND, and does not involve substantial changes, new information, or changed circumstances that would require additional environmental review under CEQA or the CEQA Guidelines (Section 15162); and

WHEREAS, the Planning Commission has reviewed and considered the proposed project on September 3, 2025, the associated environmental documentation, and all written and oral evidence presented at the public hearing, and has determined that the proposed actions are consistent with the County's General Plan and applicable provisions of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the rescission of existing Williamson Act contract WA #04-2 subject to the following condition:

(A) In the event that the property in question is not transferred and the approval of PD-25-7 lapses, this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

BE IT FURTHER RESOLVED that the Board of Supervisors instructs staff to take the necessary steps to rescind the existing contract and that the County Surveyor is hereby authorized to make any necessary technical amendments to the legal descriptions, and that the Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Colusa.

BE IT FURTHER RESOLVED that the proposed project would not result in any significant adverse environmental effect and is exempt from CEQA pursuant to Section 15317 and consistent with the adoption of Mitigated Negative Declaration (SCH No. 2025070809).

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K Smith, Chairperson
Colusa County Board of Supervisors

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Marcos Kropf, Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy

Attachment: Exhibit D PD-25-7 Hamilton Bend Williamson Act Rescission Findings (10848 : PD-25-7 (Hamilton Bend Mitigation Bank,

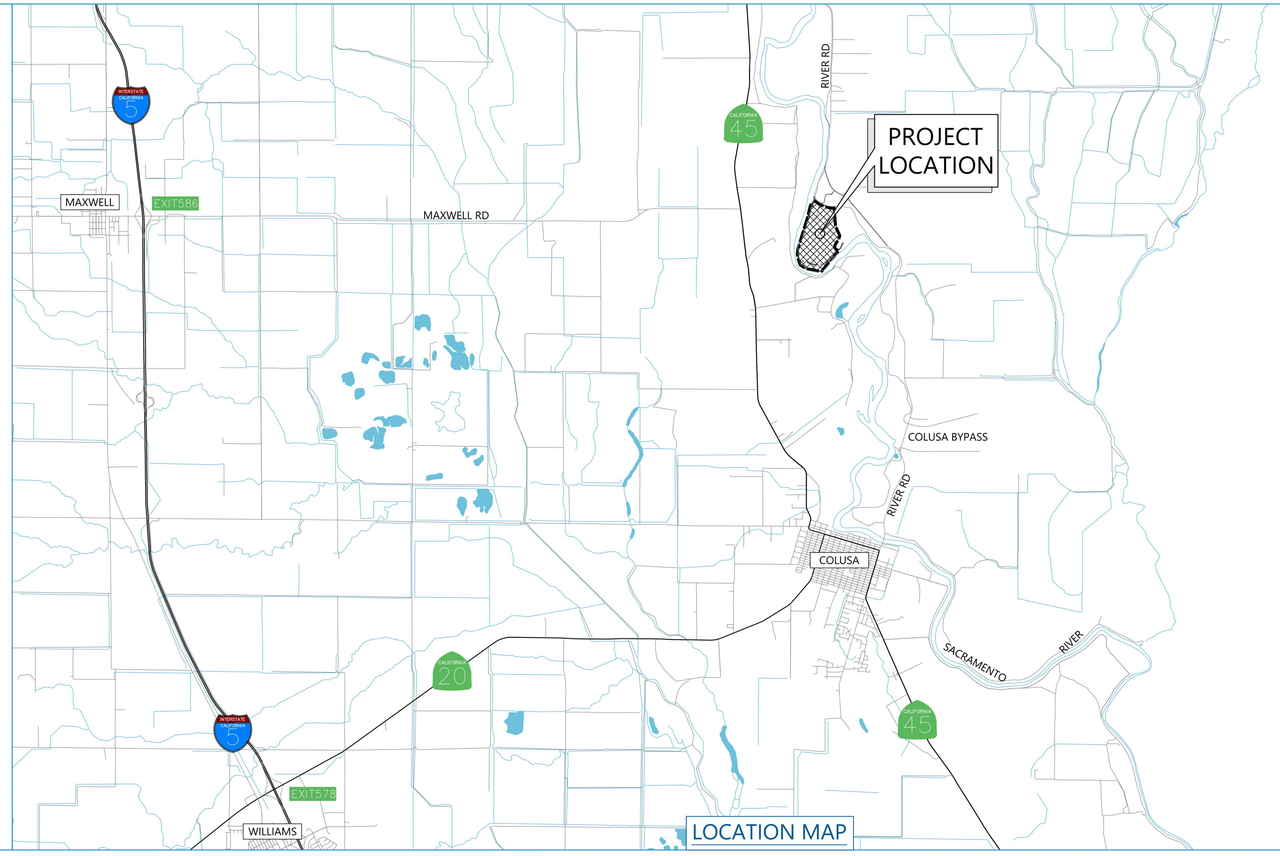
HAMILTON BEND MITIGATION BANK PROJECT

60% SUBMITTAL R1, APRIL 2025

SHEET INDEX	
G001	TITLE
G002	ABBREVIATIONS, GENERAL NOTES, & LEGEND
G100	ACCESS, STAGING, AND IMPACTS
C100	SHEET INDEX
C101	CIVIL PLAN
C102	CIVIL PLAN
C103	CIVIL PLAN
C201	PROFILES
C301	SECTIONS
L101	PLANTING PLAN
L601	PLANTING DETAILS

EARTHWORK QUANTITIES	
CHANNEL CUT (CY)	BERM AND SWALE FILL (CY)
83,500	83,500

THE PROJECT WORK CONSISTS OF EXCAVATION OF CHANNELS AND SWALES AND PLACEMENT OF THE EXCAVATED MATERIAL TO BUILD UP EXISTING LEVEES AND BERMS. THE PROJECT WILL BALANCE EARTHWORK (I.E. NO IMPORT OR EXPORT OF MATERIAL).



LOCATION MAP



VICINITY MAP

PROJECT MANAGER

Allegra Bukojemsky
Westervelt Ecological Services
3636 American River Dr, Suite 120
Sacramento, CA 95826

APPROVED BY:

xxxxxxxxxxx, title (date)

Brian Wardman (date)
California Registered
Professional Engineer #74371

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WARDMAN 74371 CIVIL STATE OF CALIFORNIA
PRELIMINARY NOT FOR CONSTRUCTION
Exp: 06/30/25

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	15:52:05 20250423
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - COVER
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

TITLE

JOB NUMBER 5008239

SHEET NUMBER G001

SHEET 1 OF 11

LAST SAVED BY:model LAST DATE SAVED:04/23/2025 15:52
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - COVER.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

LEGEND

- CONTROL POINTS — 21
- EXISTING PAVED ROAD
- EXISTING GRAVEL ROAD
- EXISTING CONTOURS (MAJOR) — 6230
- EXISTING CONTOURS (MINOR) — 6231
- EXISTING FENCE
- EXISTING FENCE (TYPE 2)
- EXISTING FENCE (TYPE 3)
- EXISTING FENCE (TYPE 4)
- EXISTING EDGE OF WATER (00/00/00)
- EXISTING BUILDINGS & STRUCTURES
- EXISTING RIGHT-OF-WAY
- EXISTING STORM DRAIN
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING ORDINARY HIGH WATER MARK
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER FORCEMAIN
- EXISTING WATER LINE

LEGEND

- CONSTRUCTION BASELINE — 10+00
- PRESERVATION FENCE
- PRESERVATION FENCE WITH SILT BARRIER
- PROPOSED CONTOUR — 6230
- PROPOSED GRADING
- CONSTRUCTION WORK LIMIT
- PROPOSED FENCE
- PROPOSED FENCE (TYPE 2)
- PROPOSED FENCE (TYPE 3)
- PROPOSED FENCE (TYPE 4)
- PROPOSED EDGE OF GRADING (CUT)
- PROPOSED EDGE OF GRADING (FILL)
- TREE, TO BE REMOVED
- TREE, TO REMAIN
- TREE, TO BE TRANSPLANTED
- TREE ID — ##

PROPOSED HATCHES

- ESM (ENGINEERED STREAM MATERIAL)
- CONCRETE
- ASPHALT PAVING
- AGGREGATE BASE
- RIPRAP
- STRUCTURAL BACKFILL
- LOCAL SOIL BACKFILL
- GROUTED ROCK
- COBBLE/SOIL MIX

EXISTING HATCHES

- EARTH/EXISTING GROUND
- EXISTING CONCRETE
- EXISTING ASPHALT PAVING
- EXISTING STRUCTURE
- EXISTING RIPRAP
- EXISTING GROUTED ROCK

GENERAL NOTES

1. THE OBJECTIVE OF THE PROJECT IS TO IMPROVE FISH HABITAT ON THE EXISTING SITE BY IMPROVING FLOW CONDITIONS THROUGH THE SITE.
2. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT , AND INCIDENTALS TO COMPLETE ALL WORK IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
3. THIS PROJECT IS SUBJECT TO REQUIREMENTS OF PERMITS ISSUED BY VARIOUS REGULATORY AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING AND PERFORMING ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF PERMITS. COPIES OF THE PERMITS HAVE BEEN PROVIDED TO THE CONTRACTOR ALONG WITH THESE PLANS AND SHALL BE KEPT ONSITE AT ALL TIMES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL COORDINATE WITH WESTERVELT ENVIRONMENTAL SERVICES TO VERIFY THAT THE MOST RECENT COPY OF ALL PERMITS HAVE BEEN PROVIDED.
4. TOPOGRAPHIC INFORMATION SHOWN IN THE PLANS WAS DEVELOPED FROM SURVEYS BY LAUGENHOUR AND MIEKLE COLLECTED ON SEPTEMBER 16. 2022 AND NOVEMBER 15, 2022; WESTERVELT ENVIRONMENTAL SERVICES COLLECTED ON FEBRUARY 17, 2023, APRIL 24, 2023, MAY 2, 2023, AUGUST 21, 2023, AUGUST 29, 2023, NOVEMBER 15, 223, AND MAY 21, 2024; AND USGS LIDAR FROM 2018.
5. HORIZONTAL COORDINATES AND ELEVATIONS ARE BASED ON NAD 1983 CALIFORNIA STATE PLANE, ZONE II, US FEET, AND NAVD 1988 VERTICAL DATUM IN FEET, RESPECTIVELY.
6. THE PROJECT WORK CONSISTS OF EXCAVATION OF CHANNELS AND SWALES AND PLACEMENT OF THE EXCAVATED MATERIAL TO BUILD UP EXISTING LEVEES AND BERMS. THE PROJECT WILL BALANCE EARTHWORK (I.E. NO IMPORT OR EXPORT OF MATERIAL).
7. ALL CHANNELS SHALL BE FULLY EXCAVATED TO THE FULL CROSS-SECTION SHAPE. IF ALL FILL AREAS ARE CONSTRUCTED TO FINAL GRADE PRIOR TO FINISHING CHANNEL EXCAVATION, THE ENGINEER WILL WORK WITH CONTRACTOR TO DEFINE FINAL GRADE OF FILL AREAS WITH AVAILABLE FILL WITHIN THE PROJECT AREA.
8. THE PROJECT SITE IS LOCATED WITHIN AN ACTIVE FLOODPLAIN. FLOODING ONTO THE SITE INCLUDES HIGH FLOWS FROM THE SACRAMENTO RIVER OR LOCAL RUNOFF ON THE SITE. HIGH RUNOFF EVENTS CAN OVERTOP THE FLOOD PROTECTION BERM SURROUNDING THE SITE.
9. WHEN CONDITIONS IN THE FIELD DO NOT CONFORM WITH THE INFORMATION IN THESE PLANS AND/OR WHEN UNUSUAL CIRCUMSTANCES ARISE DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
10. IF ARTIFACTS OR OTHER MATERIALS ARE FOUND THAT INDICATE POTENTIAL ARCHEOLOGICAL OR HISTORICAL RESOURCES WITHIN WORK AREAS, WORK SHALL BE HALTED IMMEDIATELY AND THE CONTRACTOR SHALL NOTIFY THE ENGINEER.

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER — BRIAN G. WARDMAN — 24741 — CIVIL — Exp: 06/30/25 — STATE OF CALIFORNIA

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	15:52:05 20250423
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - COVER
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

ABBREVIATIONS, GENERAL NOTES, & LEGEND

JOB NUMBER 5008239

SHEET NUMBER G002

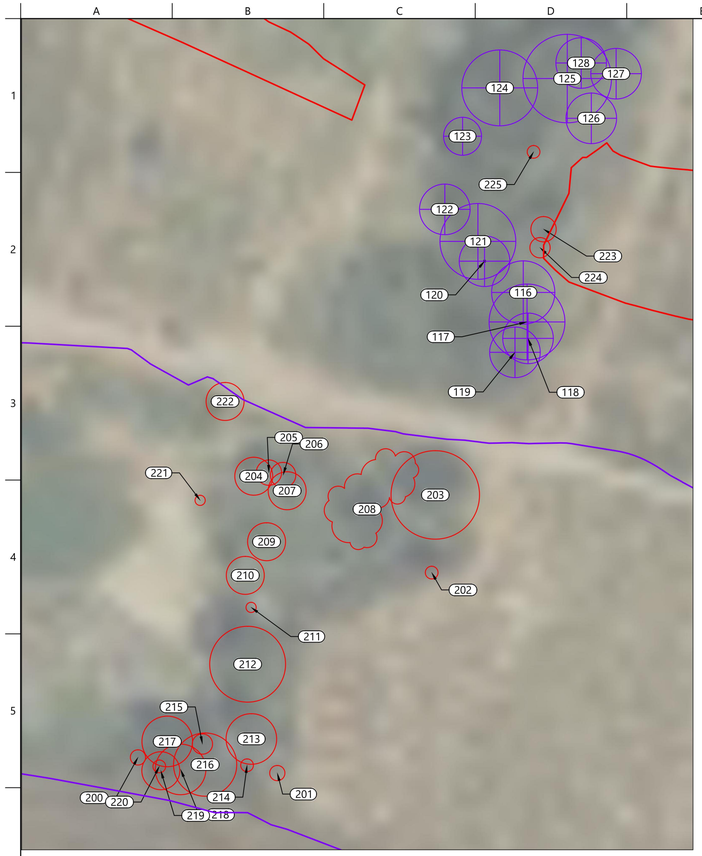
SHEET 2 OF 11

LAST SAVED BY:model LAST DATE SAVED:04/23/2025 15:52
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - COVER.DWG

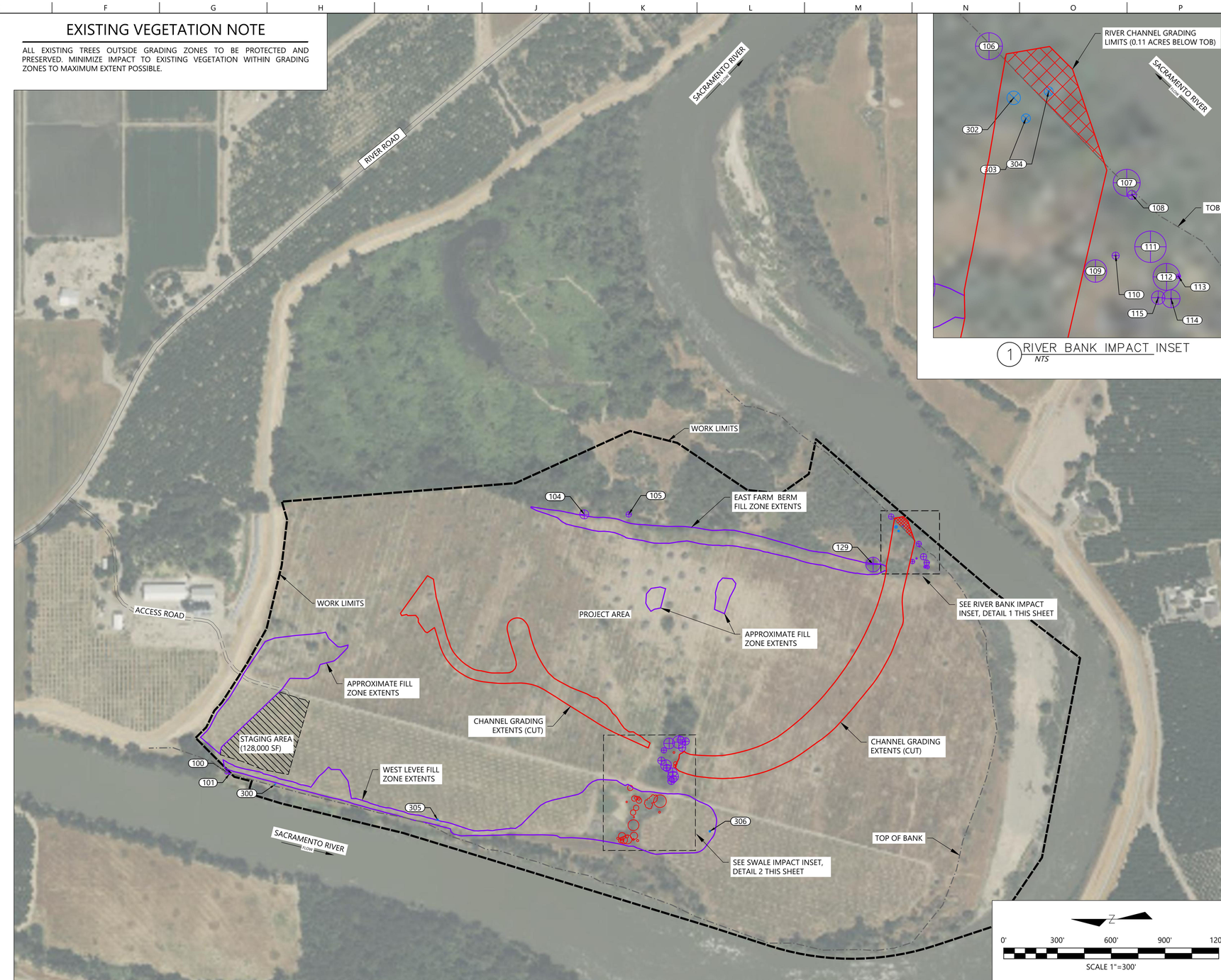
Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

EXISTING VEGETATION NOTE

ALL EXISTING TREES OUTSIDE GRADING ZONES TO BE PROTECTED AND PRESERVED. MINIMIZE IMPACT TO EXISTING VEGETATION WITHIN GRADING ZONES TO MAXIMUM EXTENT POSSIBLE.



2 SWALE IMPACT INSET
NTS



1 RIVER BANK IMPACT INSET
NTS

TREES - TO REMAIN	
TREE #	TYPE
100, 101, 104 - 115	Elderberry Shrub
116	Valley Oak
117	Black Willow
118	Black Willow
119 - 126	Valley Oak
127	Fremont Cottonwood
128	Fremont Cottonwood
129	Valley Oak

TREES - TO TRANSPLANT	
TREE #	TYPE
300, 302 - 306	ELDERBERRY SHRUB

TREES - TO REMOVE	
TREE #	TYPE
200	Valley Oak
201	Boxelder
202	Fremont Cottonwood
203	Fremont Cottonwood
204 - 207	Valley Oak
208	Mulberry
209	Mulberry
210 - 213	Valley Oak
214	Black Willow
215 - 222	Valley Oak
223	Fremont Cottonwood
224	Fremont Cottonwood
225	Fremont Cottonwood

NOTE: LISTS INCLUDE ONLY PLANTS WITHIN OR ADJACENT TO GRADING LIMITS. ALL OTHER PLANTS PROTECT IN PLACE.

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

nhc
2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WARDMAN
No. 74571
CIVIL
STATE OF CALIFORNIA
PRELIMINARY NOT FOR CONSTRUCTION
Exp: 06/30/25

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	15:52:05 20250423
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - COVER
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

ACCESS, STAGING, AND IMPACTS

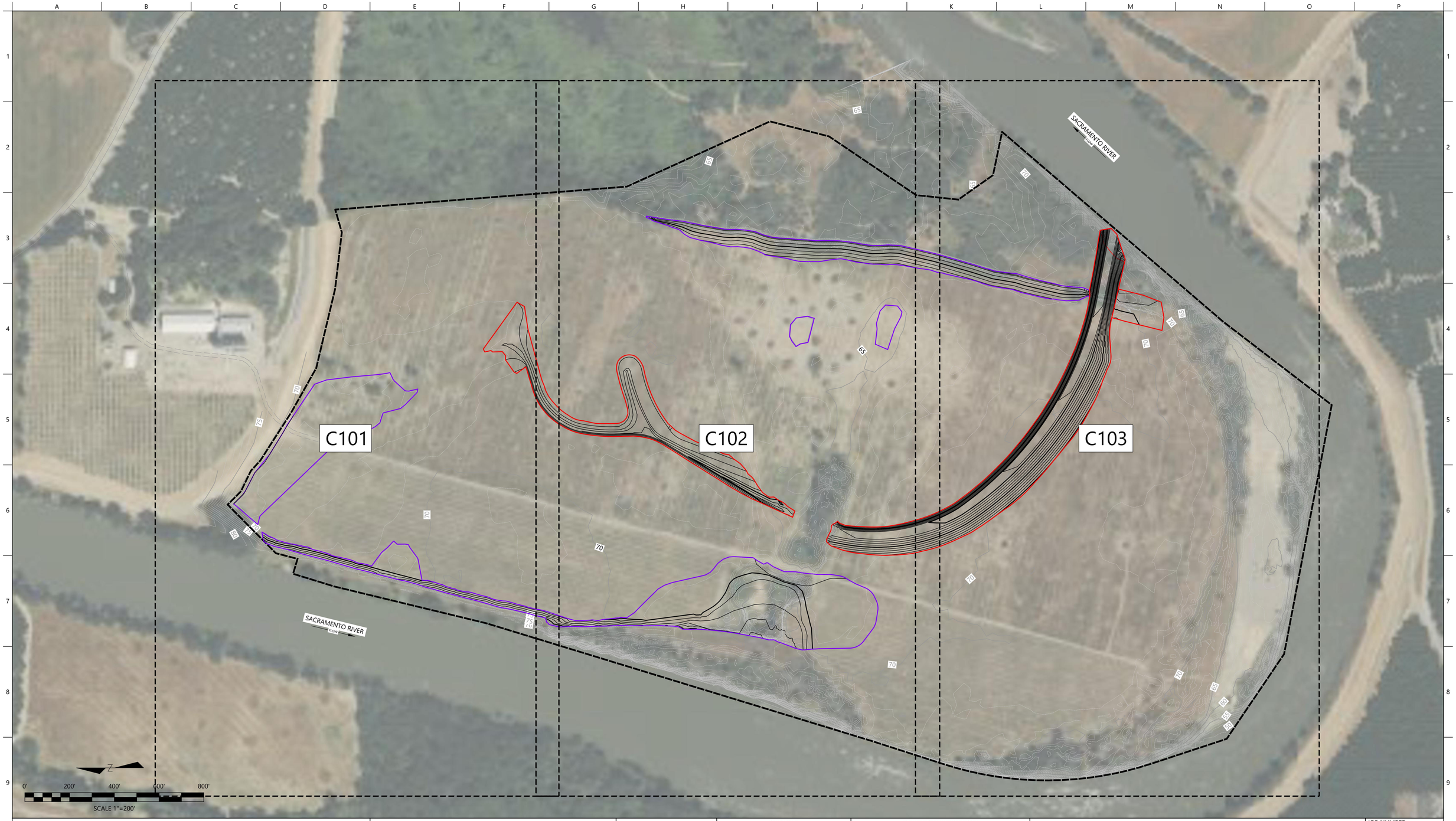
JOB NUMBER 5008239

SHEET NUMBER G100

SHEET 3 OF 11

LAST SAVED BY:model LAST DATE SAVED:04/23/2025 15:52
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - COVER.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)



WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WARDMAN
No. 17491
Exp: 06/30/25
CIVIL
STATE OF CALIFORNIA

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

SHEET INDEX

JOB NUMBER 5008239

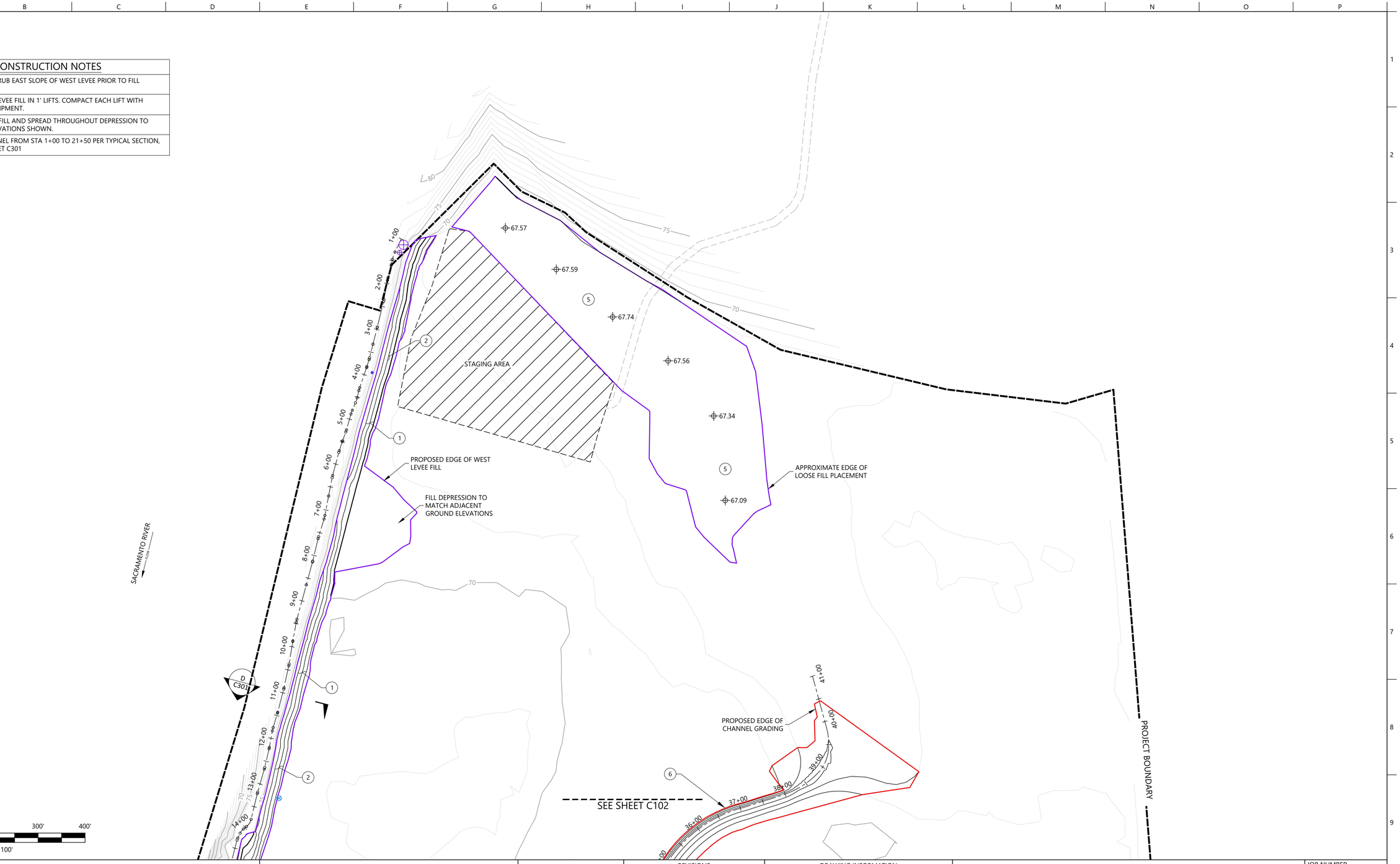
SHEET NUMBER C100

SHEET 4 OF 11

LAST SAVED BY:model LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH196_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

CONSTRUCTION NOTES	
1	CLEAR AND GRUB EAST SLOPE OF WEST LEVEE PRIOR TO FILL PLACEMENT
2	PLACE WEST LEVEE FILL IN 1' LIFTS. COMPACT EACH LIFT WITH TRACKED EQUIPMENT.
5	PLACE LOOSE FILL AND SPREAD THROUGHOUT DEPRESSION TO SPECIFIED ELEVATIONS SHOWN.
6	GRADE CHANNEL FROM STA 1+00 TO 21+50 PER TYPICAL SECTION, DETAIL A, SHEET C301



WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

nhc
2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WARDMAN
No. 87451
CIVIL
STATE OF CALIFORNIA
PRELIMINARY NOT FOR CONSTRUCTION
Exp: 06/30/25

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

CIVIL PLAN

JOB NUMBER 5008239

SHEET NUMBER C101

SHEET 5 OF 11

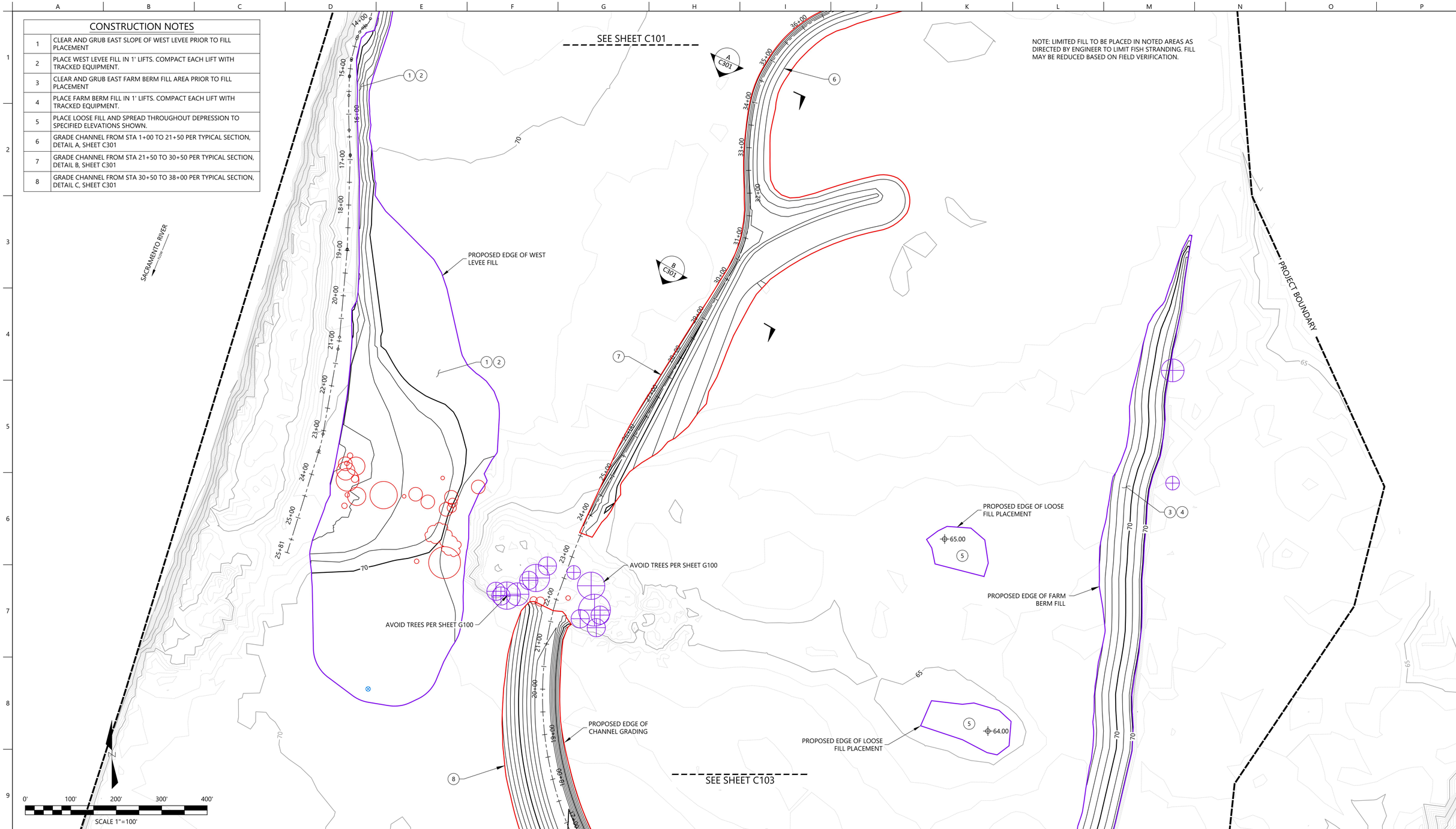
LAST SAVED BY:model LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

Packet Pg. 450

CONSTRUCTION NOTES

1	CLEAR AND GRUB EAST SLOPE OF WEST LEVEE PRIOR TO FILL PLACEMENT
2	PLACE WEST LEVEE FILL IN 1' LIFTS. COMPACT EACH LIFT WITH TRACKED EQUIPMENT.
3	CLEAR AND GRUB EAST FARM BERM FILL AREA PRIOR TO FILL PLACEMENT
4	PLACE FARM BERM FILL IN 1' LIFTS. COMPACT EACH LIFT WITH TRACKED EQUIPMENT.
5	PLACE LOOSE FILL AND SPREAD THROUGHOUT DEPRESSION TO SPECIFIED ELEVATIONS SHOWN.
6	GRADE CHANNEL FROM STA 1+00 TO 21+50 PER TYPICAL SECTION, DETAIL A, SHEET C301
7	GRADE CHANNEL FROM STA 21+50 TO 30+50 PER TYPICAL SECTION, DETAIL B, SHEET C301
8	GRADE CHANNEL FROM STA 30+50 TO 38+00 PER TYPICAL SECTION, DETAIL C, SHEET C301



WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

nhc
2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WARDHAM No. 74531 Exp: 06/30/25 CIVIL STATE OF CALIFORNIA

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

CIVIL PLAN

JOB NUMBER 5008239

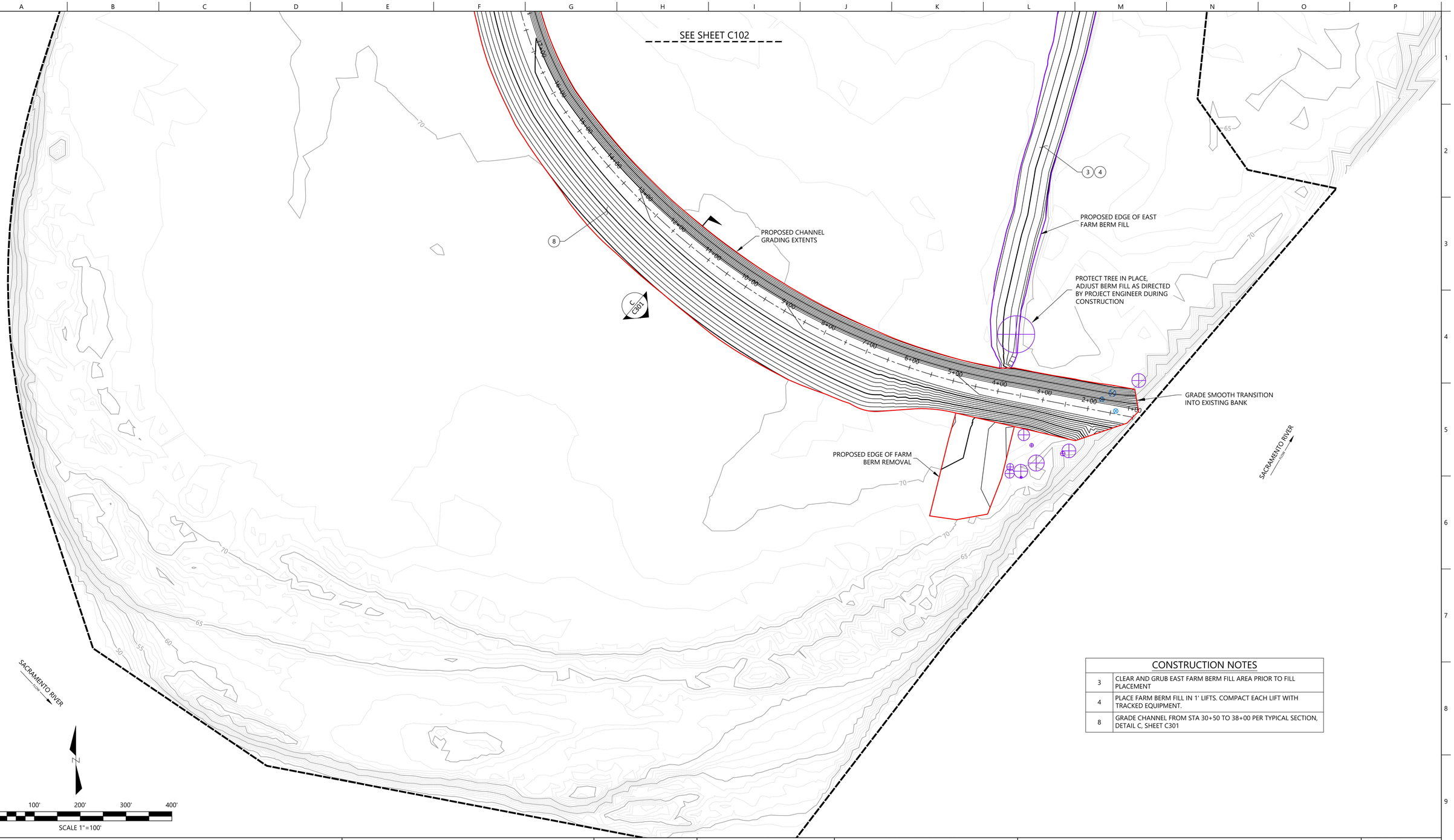
SHEET NUMBER C102

SHEET 6 OF 11

LAST SAVED BY:model LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

SEE SHEET C102



CONSTRUCTION NOTES	
3	CLEAR AND GRUB EAST FARM BERM FILL AREA PRIOR TO FILL PLACEMENT
4	PLACE FARM BERM FILL IN 1' LIFTS. COMPACT EACH LIFT WITH TRACKED EQUIPMENT.
8	GRADE CHANNEL FROM STA 30+50 TO 38+00 PER TYPICAL SECTION, DETAIL C, SHEET C301

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WARDMAN 24751 Exp: 06/30/25 CIVIL STATE OF CALIFORNIA

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

CIVIL PLAN

JOB NUMBER 5008239

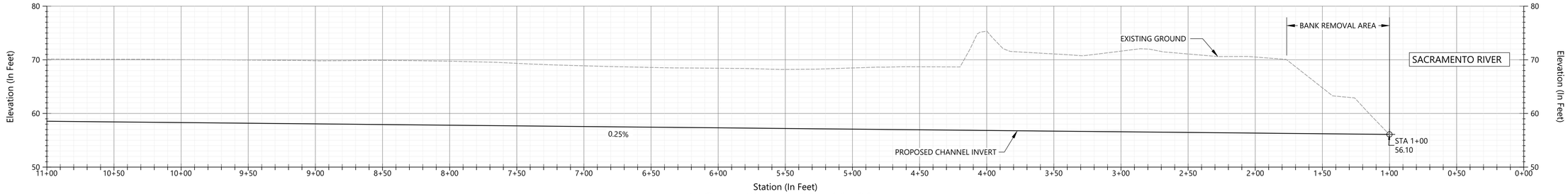
SHEET NUMBER C103

SHEET 7 OF 11

LAST SAVED BY:rnodel LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG

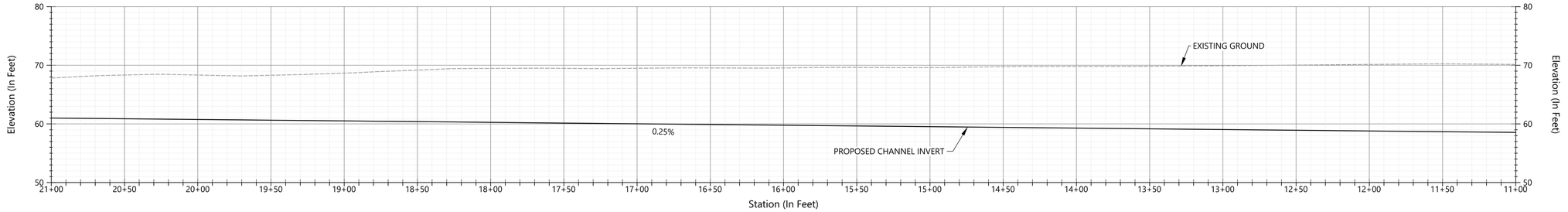
Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

Packet Pg. 452



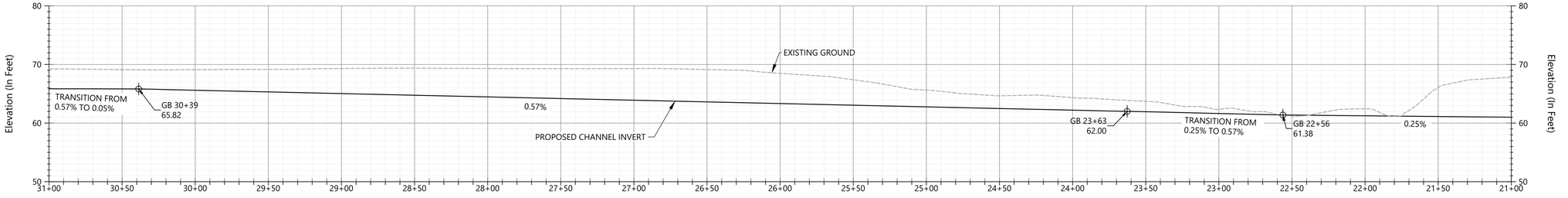
PROFILE (STA 1+00 - 11+00)

SCALE: (H) 1"=40' (V) 1"=10'



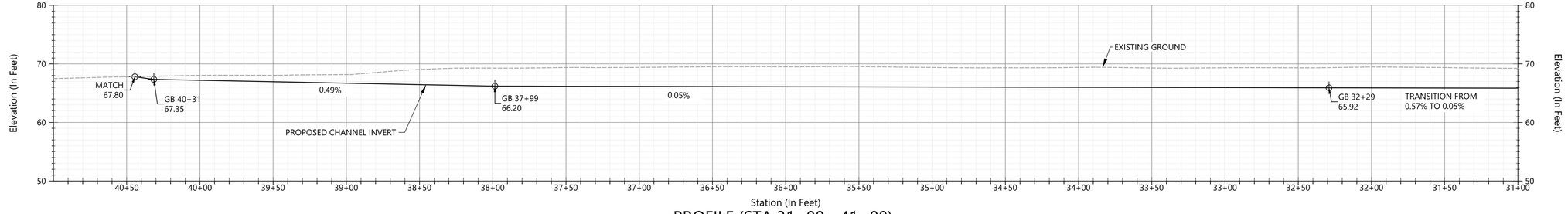
PROFILE (STA 11+00 - 21+00)

SCALE: (H) 1"=40' (V) 1"=10'



PROFILE (STA 21+00 - 31+00)

SCALE: (H) 1"=40' (V) 1"=10'



PROFILE (STA 31+00 - 41+00)

SCALE: (H) 1"=40' (V) 1"=10'

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
MARTIN G. WARDWELL
Exp: 06/30/25
CIVIL
STATE OF CALIFORNIA

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

CHANNEL PROFILES

JOB NUMBER 5008239

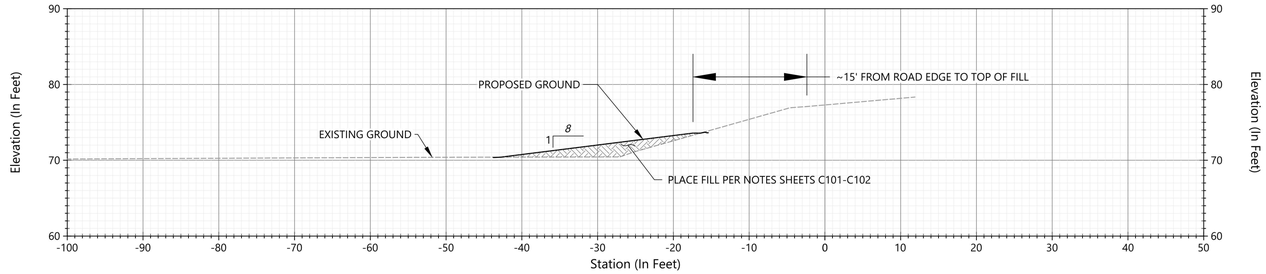
SHEET NUMBER C201

SHEET 8 OF 11

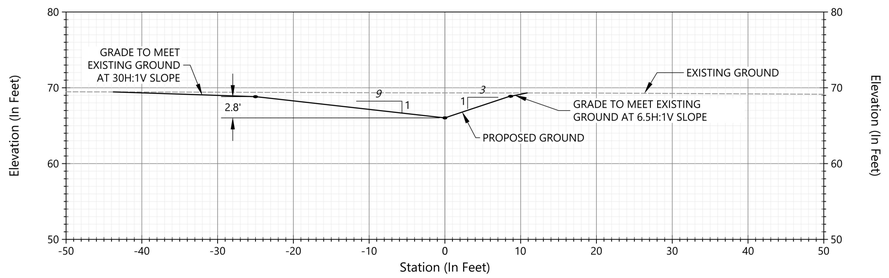
LAST SAVED BY:model LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

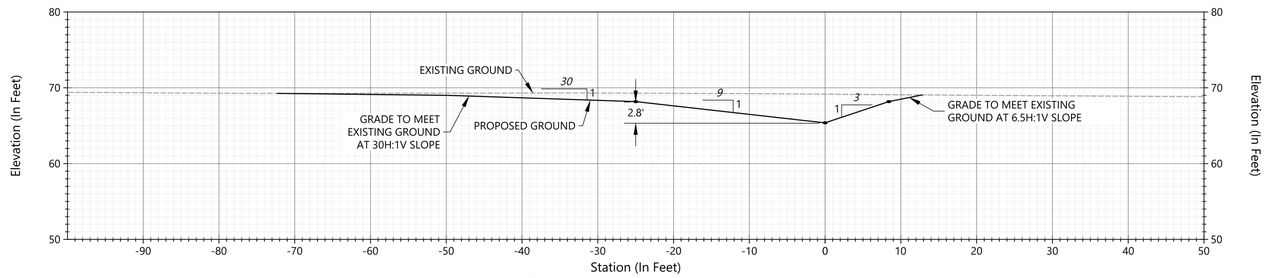
Packet Pg. 453



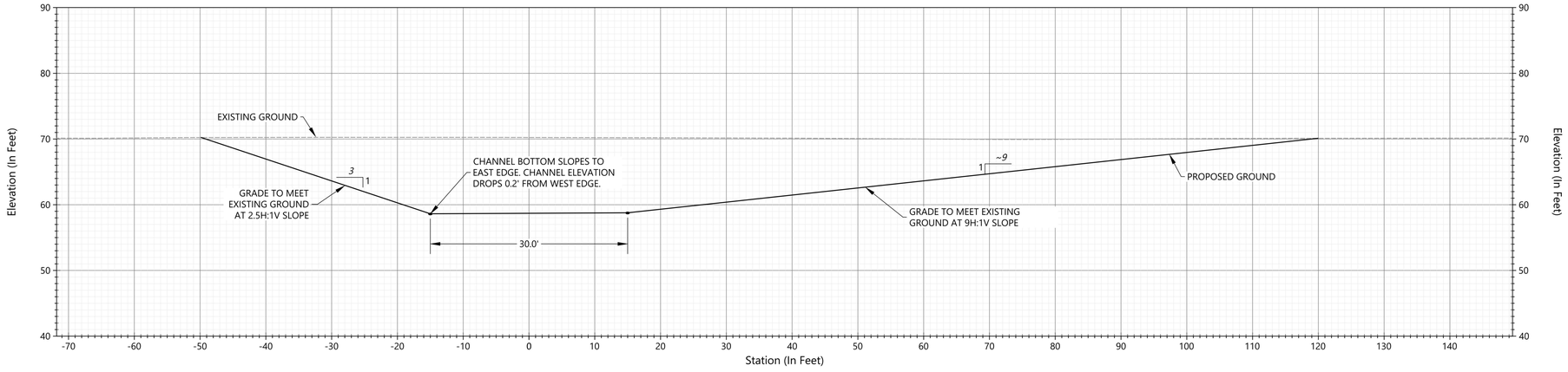
D C301 TYPICAL WEST LEVEE FILL SECTION
SCALE: 1"=10'



A C301 TYPICAL CHANNEL SECTION, STA 32+00 TO 38+00
SCALE: 1"=10'



B C301 TYPICAL CHANNEL SECTION, STA 25+00 TO 30+50
SCALE: 1"=10'



C C301 TYPICAL CHANNEL SECTION, STA 1+00 TO 21+50
SCALE: 1"=10'

NOTE: TYPICAL SECTIONS ARE GENERALLY APPLIED OVER THE STATION RANGES SHOWN THIS SHEET AND IN CONCSTURCTION NOTES ON PREVIOUS SHEETS. GRADING TO SMOOTHLY TRANSITION BETWEEN TYPICAL SECTIONS, MATCHING GRADING EXTENTS SHOWN ON SHEETS C101 - C103. TRANSITION AREAS TO BE CONSTRUCTED AS DIRECTED BY ENGINEER.

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

nhc
2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WARDMAN
No. 74531
Exp: 06/30/25
CIVIL
STATE OF CALIFORNIA
PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	09:44:16 20240724
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - CIVIL
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

SECTIONS

JOB NUMBER 5008239

SHEET NUMBER C301

SHEET 9 OF 11

LAST SAVED BY:model LAST DATE SAVED:07/24/2024 09:44
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - CIVIL.DWG
Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

VELB PLANTING SCHEDULE (40 AC)

SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
BACCHARIS PILULARIS	COYOTE BRUSH	TBD	597
BACCHARIS SALICIFOLIA	MULE FAT	TBD	398
FRAXINUS LATIFOLIA	OREGON ASH	TBD	199
JUGLANS HINDSII	NORTHERN CA BLACK WALNUT	TBD	696
PLATANUS RACEMOSA	WESTERN SYCAMORE	TBD	199
POPULUS FREMONTII	FREMONT COTTONWOOD	TBD	199
QUERCUS LOBATA	VALLEY OAK	TBD	995
ROSA CALIFORNICA	CA ROSE	TBD	199
RUBUS URSINUS	CA BLACKBERRY	TBD	398
RUBUS URSINUS	BLUE ELDERBERRY	TBD	4,973
SALIX EXIGUA	SANDBAR WILLOW	TBD	199
SALIX LASIOLEPIS	ARROYO WILLOW	TBD	597
VITIS CALIFORNICA	CA WILD GRAPE	TBD	298

RIVERINE RIPARIAN PLANTING SCHEDULE (108 AC)

SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
BACCHARIS SALICIFOLIA	MULE FAT	TBD	1,833
POPULUS FREMONTII	FREMONT COTTONWOOD	TBD	1,402
QUERCUS LOBATA	VALLEY OAK	TBD	323
SALIX EXIGUA	SANDBAR WILLOW	TBD	863
SALIX LASIANDRA	PACIFIC WILLOW	TBD	1,294
SALIX LASIOLEPIS	ARROYO WILLOW	TBD	1,294

FLOODPLAIN RIPARIAN PLANTING SCHEDULE (23 AC)

SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
ACER NEGUNDO	BOX ELDER	TBD	23
ARISTOLOCHIA CALIFORNICA	CA PIPEVINE	TBD	23
BACCHARIS PILULARIS	COYOTE BRUSH	TBD	184
BACCHARIS SALICIFOLIA	MULE FAT	TBD	207
FRAXINUS LATIFOLIA	OREGON ASH	TBD	23
JUGLANS HINDSII	NORTHERN CA BLACK WALNUT	TBD	207
PLATANUS RACEMOSA	WESTERN SYCAMORE	TBD	69
POPULUS FREMONTII	FREMONT COTTONWOOD	TBD	138
QUERCUS LOBATA	VALLEY OAK	TBD	92
ROSA CALIFORNICA	CA ROSE	TBD	23
RUBUS URSINUS	CA BLACKBERRY	TBD	69
SAMBUCUS MEXICANA	BLUE ELDERBERRY	TBD	46
SALIX EXIGUA	SANDBAR WILLOW	TBD	161
SALIX LASIOLEPIS	ARROYO WILLOW	TBD	207
VITIS CALIFORNICA	CA WILD GRAPE	TBD	23



PLANTING AREAS KEY

- VELB PLANTING AREA (40 ACRES)
- RIVERINE RIPARIAN PLANTING AREA (108 ACRES)
- FLOODPLAIN RIPARIAN PLANTING AREA (23 ACRES)

N

0' 200' 400' 600' 800'

SCALE 1"=200'

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

nhc
2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER
BRIAN G. WARDYN
Exp: 06/30/25
CIVIL
STATE OF CALIFORNIA

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	15:42:17 20250423
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - PLANTING
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

PLANTING PLAN AREAS

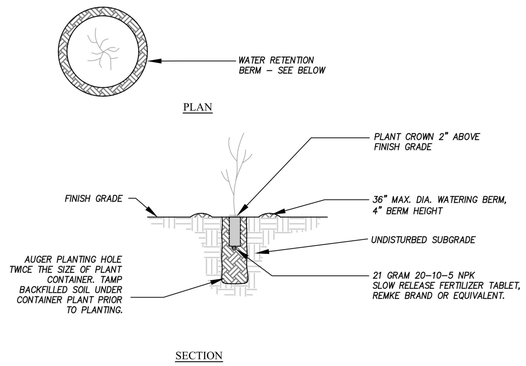
JOB NUMBER 5008239

SHEET NUMBER L101

SHEET 10 OF 11

LAST SAVED BY:model LAST DATE SAVED:04/23/2025 15:42
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - PLANTING.DWG

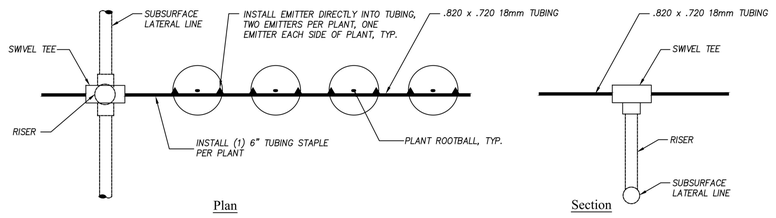
Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)



NOTES:
1. Protect plants from sun and wind exposure at all times, prior to planting.
2. Tamp the soil around the plant to ensure good contact between rootball and soil.
3. Water plants immediately after planting

1 CONTAINER PLANTING - TYPICAL SECTION AND PLAN

Not to Scale

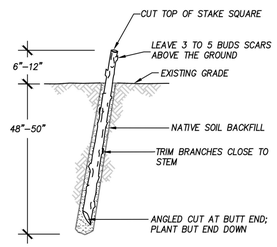


NOTES:
1. See planting plan for exact plant quantities and locations.
2. Install emitters into drip tubing.

3 Drip Emitter Layout

Not to Scale

NOTES:
1. Harvest and plant live stakes while dormant (during late fall or early winter).
2. Use healthy, straight and live wood at least 1 year old.
3. But end diameter should be min 3/4" max 2"
4. Cut off 2" of tip of stake with horizontal cut; cut off butt-end of stake at a 45 degree angle.
5. Use post-hole digger / auger / pilot bar to dig holes.
6. Make clean cuts and do not damage stakes or split ends during installation.
7. Soak bottom 1/2 of cuttings in water for 48 hours min., prior to installation.
8. Protect cuttings from sun and wind exposure at all times, prior to planting.
9. Tamp or otherwise compact the soil around the stake several times as hole is backfilled to ensure good contact between cutting and soil.
10. Soak planted cutting immediately after planting
11. All live stakes to be collected on site.



2 5' Live Stake

Not to Scale Section

WESTERVELT ECOLOGICAL SERVICES
3636 AMERICAN RIVER DR, SUITE 120
SACRAMENTO, CALIFORNIA 95826
(916) 646-3644
www.wesmitigation.com

2600 Capitol Avenue, Suite 140 Sacramento, California 95816
Phone: (916) 371-7400 www.nhcwater.com

REGISTERED PROFESSIONAL ENGINEER BRIAN G. WARDMAN 67451 CIVIL STATE OF CALIFORNIA
PRELIMINARY NOT FOR CONSTRUCTION
Exp: 06/30/25

REVISIONS		
##	DATE	DESCRIPTION

DRAWING INFORMATION	
DATE	15:42:17 20250423
STATUS	60% SUBMITTAL
DESIGNER/DRAFTER	SM / SM
CHECKED	RB/BW
COORDINATE	CA83-IIF
FILE NAME	HAMILTON BEND - PLANTING
PLOTTED SCALE	0 1/2 1

HAMILTON BEND MITIGATION BANK PROJECT

PLANTING DETAILS

JOB NUMBER 5008239
SHEET NUMBER L601
SHEET 11 OF 11

LAST SAVED BY:model LAST DATE SAVED:04/23/2025 15:42
FILE LOCATION:P:\5008239 HAMILTON BEND HNH\96_CAD\02 DESIGNPRODUCTION\0100_CURRENT\HAMILTON BEND - PLANTING.DWG

Attachment: Attachment 1 PD-25-7 Hamilton Bend Site Plan (10848 : PD-25-7 Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

RESERVATION AND DISCOUNT AGREEMENT FOR SALE OF APPROVED RIPARIAN AND VALLEY ELDERBERRY LONGHORN BEETLE BANK CREDITS
(Hamilton Bend Conservation Bank)

This Reservation and Discount Agreement for Sale of Approved Riparian and Valley Elderberry Longhorn Beetle Bank Credits (the "**Agreement**") is entered into this 21st day of October, 2025 (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 Harmony 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**"), the National Oceanic & Atmospheric Administration Fisheries ("**NOAA**"), the U.S. Army Corps of Engineers ("**Corps**"), and the California Department of Fish and Wildlife ("**CDFW**" and, together with the Service, NOAA and the Corps, collectively, the "**Resource Agencies**") to sell certain credits (each a "**Credit**" and collectively the "Credits") from the Bank (including the Buyer 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 Credits to development projects that have environmental impacts which require compensatory mitigation. The exact number of Credits that will ultimately be secured is currently unknown due to the uncertainty of the review and approval processes by the Resource Agencies. However, it is anticipated that there will be sufficient Credits to sell the County Credits (as defined below) to the County.

D. County desires the Mitigation Site Owner to reserve 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle 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: Westervelt Ecological Svcs Agreement (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

AGREEMENT

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., 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle) 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 Resource Agencies (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 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 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 Credits from the Bank from the Mitigation Site Owner if available at the time of such request, and any such purchase of additional 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 approval of Bank that can provide the applicable County Credits by the Resource Agencies and has obtained approval

Attachment: Westervelt Ecological Svcs Agreement (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

for a 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 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle Reservation Expiration Unpurchased Credits to a third party; provided however, that after Mitigation Site Owner's sale of the remaining 4.34 credits of Riparian and 43.8 credits for Valley Elderberry Longhorn Beetle 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 Credit releases from the Bank, and that the 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 Resource Agencies 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 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 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: Westervelt Ecological Svcs Agreement (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

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

_____ Date:_____
Daurice K. Smith, Chair

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

_____
Patricia Rodrigues, Deputy Clerk

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: Westervelt Ecological Svcs Agreement (10848 : PD-25-7 (Hamilton Bend Mitigation Bank, Westervelt) GPA & ZA)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will hold a Public Hearing on October 21, 2025, at 9:30 a.m. in the Board Chambers, 546 Jay Street, Suite 108, Colusa, CA, to consider the following:

General Plan Amendment and Zoning Amendment #PD-25-7, Westervelt Ecological Services (Hamilton Bend Mitigation Bank Project) A General Plan Amendment and Rezone to change the land use designation of approximately 205.08 acres from River Frontage (R-F) and Exclusive Agriculture (E-A) to Resource Management (R-M). The project involves the creation of a 205.08-acre mitigation bank to restore and preserve riverine and floodplain riparian habitats, including habitat for salmonids, green sturgeon, and Valley Elderberry Longhorn Beetle (VELB). Specifically, the proposed project includes a 60-acre VELB habitat planting area (which includes 39 acres that would be planted and preserved and 21 acres that would be preserved), a 107-acre riverine riparian planting area, and a 36-acre floodplain riparian planting area within the project site. The project also includes approval of a mitigation bank credit reservation and discount agreement and the rescission from the Williamson Act.

The project is located at 4075 River Road in Colusa County, approximately 3.5 miles north of the City of Colusa (APNs 012-270-043 & -058, and 015-030-001). It is located west of River Road and is bound by the Sacramento River to the west and south. The site is in Section 6 of Township 16 North, Range 1 West and Section 31 of Township 17 North, Range 1 West, Mount Diablo Base and Meridian, within the Moulton Weir U.S. Geological Survey (USGS) 7.5-minute quadrangle.

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study, a Mitigated Negative Declaration (MND), and a Mitigation Monitoring and Reporting Program have been prepared to evaluate and mitigate the potential environmental impacts of the project. At the Colusa County Planning Commission's September 3, 2025 meeting, the Commission recommended that the Board of Supervisors adopt the CEQA documentation and approve the General Plan Amendment and Zoning Amendment.

All documentation is available for review in accordance with Agenda scheduling deadlines at the Office of the Clerk of the Board. If you have questions, concerns or comments regarding this matter please contact Ciara Fisher, Principal Planner, 1213 Market Street, Colusa, CA (530)458-0480, or by e-mail at cfisher@countyofcolusaca.gov. All persons are invited to attend and be heard.

Dated: October 2, 2025

____ORIGNAL SIGNED_____
Patricia Rodriguez, Deputy Clerk II **10/10/2025 · CCPR**

Attachment: 10-21-25 Public Hearing for Westervelt Ecological Services (Hamilton Bend Mitigation