Board of Supervisors
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Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
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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 7, 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 September 23, 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. AG COMMISSIONER
Approve Cooperative Agreement (No. 25-0431-002-SF) with the **California Department of Food and Agriculture** for regulatory enforcement services in support of Phytophthora Ramorum (Sudden Oak Death) regulations, effective July 1, 2025.

2. BOARD OF SUPERVISORS
Approve the September 23, 2025 Regular Minutes and September 30, 2025 Special Meeting Minutes.

3. CLERK RECORDER/ELECTIONS
Adopt a Resolution 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 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 and CCDTF17 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 with **Precision West Telecommunications, Inc. dba Precision West Technologies** for the monthly monitoring of the camera system.

7. PURCHASING AND PROCUREMENT/DHHS
Approve Amendment No. 1 (Agreement No. 006758) with the **Regents of the University of California** on behalf of UC Davis School of Nursing, effective October 5, 2025.

8. PURCHASING AND PROCUREMENT/DHHS
Approve 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 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 1st Modification with **Colusa County Community Advocates for Children and Families** for child abuse prevention programming, effective July 1, 2025.

11. PURCHASING AND PROCUREMENT/DHHS
Approve 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 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 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 with **Wood Rodgers, Inc.** for engineering services on the Weir Bridge.

END OF CONSENT AGENDA

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

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

V. LIBRARY
1. Approve proposed amendments to Library Policy 507.

VI. PUBLIC WORKS/ROAD DEPARTMENT
1. Adopt a Resolution to Install a Multi-Way Stop Sign at the Intersection of College City Road and 7th Street.

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

VIII. BOARD OF SUPERVISORS
1. **Sitting as Colusa County Flood Control and Water Conservation District**
Provide direction to the Assistant County Administrative Officer regarding the removal of Kletsel Dehe Wintun Nation lands from the Benefit of Zone 3.

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

IX. AD-HOC COMMITTEE UPDATES
1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)
3. Employee Hiring Ad-Hoc (Supervisors Smith and Boes)
4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
5. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)
6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisors Corona and Boes)
7. Franchise Agreement Ad-Hoc (Supervisors Smith and Bell)

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

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

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 7, 2025

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

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

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

Detailed Description/Background of request

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

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

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

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted item. The department may receive funds in the maximum amount of $1107.88 for services performed.

Action for the Clerk

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

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

ATTACHMENTS:

- 25 26 SOD (PDF)

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

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0431-002-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $1,107.88

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF COLUSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C438
Federal Award Date:	July 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$1,308,771.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

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

Project Title: Phytophthora ramorum - Non quarantined

2.The Managers for this Agreement are:

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

3. The Grant Administrative Contacts for this Agreement are:

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	LeeAnn Price
Organization:	County of Colusa
Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Colusa, CA 95932
Phone:	530-458-0580
Email Address:	lprice@countyofcolusaca.gov

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

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

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

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

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

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

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

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

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

25. Amendments

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

26. Executive Order N-6-22 Russia Sanctions

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

4. Budget Contingency Clause

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

6. Officials Not to Benefit
The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

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

8. Intergovernmental Review
The Recipient must comply with intergovernmental review standards pursuant to the following:
A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality
The Recipient must comply with confidentiality standards pursuant to the following:
A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

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

11. Debarment, Suspension, Criminal or Civil Convictions
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

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

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

12. Crimes and Prohibited Activities
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:
A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

B. The Recipient may retain title to any invention conceived of or first actually reduced to pr using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

SCOPE OF WORK
Phytophthora ramorum Program
Non-Quarantined Counties
July 1, 2025 – June 30, 2026

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

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

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

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

SECTION 2: NON-PERSONNEL

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

SECTION 3: REPORTING/REIMBURSEMENT

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

SECTION 1: PERSONNEL ACTIVITIES

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

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

Please see this link for the most current federal regulations.

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

Please see this link for the most current federal inspection protocol for regulated establishments.

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

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

Please see this link for the most current federal positive nursery response:

C. Data Entry/Sample Submission

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

1. Pest and Damage Record (PDR)

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

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

2. Data Collection

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

D. Trace Forward/Trace Back Investigations

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

Trace Forward Protocol

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

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

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

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

Equipment

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

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

B. Vehicle/Mileage

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

Substantiation of Vehicle Mileage Costs

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

SECTION 3: REPORTING/REIMBURSEMENT

A. Monthly Activity Report

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

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

B. Reimbursement

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

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

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

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

4. **Personnel on Invoice Must Match Work Plan**
   Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

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

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

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

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

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

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

State, Local, and Indian Tribal Governments: 2 CFR 200

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

Appendix A

COUNTY LETTERHEAD

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

REMIT PAYMENT TO: (County Information)

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

Accounting use only:

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

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

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

PERSONNEL COSTS

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

OPERATING EXPENSES

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

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.70	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

Month:
Total Amount Due: **$0.00**

COMMENTS:

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.70 per mile.**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

Work Plan for *Phytophthora ramorum* Program
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: COLUSA

Agreement Activities							
Regulatory Response Activities			**Number of Facilities Requiring Activities**	**Estimated Visits/Year/Facility**		**Estimated Hours/Visit**	**Estimated Hours/Year**
Instruction Section:	*A*	Previously Positive Nurseries **(County must have a Participating Nursery)**	0	0		0	0
	B	Positive Nursery Response (Confirmed Nursery Protocol)	0	0		0	0
	C	Trace Forward and Trace Back Investigations	1	2		5	10
Administrative Support							
Instruction Section:	*D*	Administrative Support					5
						***Total Activity Hours:**	**15**
Instruction Section:	*E*					**Total Personnel Costs:**	**$762.30**
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs							
Instruction Section:	*F*	Enter Overhead Percentage				**25%**	**$190.58**
Operating Expenses							
Instruction Section:	*G1*	Supplies				$50.00	**$50.00**
	G2	Equipment				$0.00	
Vehicles							
Instruction Section:	*H*	Enter Estimated Miles	150		****Rate Per Mile:**	**0.700**	**$105.00**
						TOTAL COST:	**$1,107.88**

***Figure must match the figure on your 'Personnel Cost Work Sheet' (tab two). You must submit your completed 'Personnel Cost Work Sheet' with your work plan.**

**** Mileage rate must be current federal rate (http://www.irs.gov)**

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026

County: COLUSA

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Accounting Technician	$29.49	$27.89	$57.38	5	$286.90
Agricultural Biologist	$26.95	$20.59	$47.54	10	$475.40
Position Title 3	$0.00	$0.00	$0.00	0	$0.00
Position Title 4	$0.00	$0.00	$0.00	0	$0.00
Position Title 5	$0.00	$0.00	$0.00	0	$0.00
Position Title 6	$0.00	$0.00	$0.00	0	$0.00
Position Title 7	$0.00	$0.00	$0.00	0	$0.00
Position Title 8	$0.00	$0.00	$0.00	0	$0.00
Position Title 9	$0.00	$0.00	$0.00	0	$0.00
Position Title 10	$0.00	$0.00	$0.00	0	$0.00
			***Total:**	15	$762.30

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

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

County Work Plan Summary
Phytophthora ramorum Program
Non-Quarantined Counties
FY 2025/2026
July 1, 2025 through June 30, 2026



County: COLUSA
Agreement Manager: Anastacia Allen

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	**Total Activity Hours:**	15	**$762.30**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$190.58**
Operating Expenses	All supply/equipment costs exceeding $5,000.00 must be accompanied by a itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$50.00**
Vehicles	Mileage rate must be at current federal rate (http://www.irs.gov).	**Estimated Miles:**	150	**$105.00**
		Rate Per Mile:	0.7	
		TOTAL COST:		**$1,107.88**

Attachment: 25 26 SOD (10811 : 25 26 SOD agreement with CDFA)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

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

Approve the September 23, 2025 Regular Minutes and September 30, 2025 Special 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:

- 09-23-25 Minutes (PDF)
- 09-30-25 Special Meeting 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
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
https://countyofcolusaca.gov

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

September 23, 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 23rd day of September 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

Report out of September 9, 2025 Closed Session

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

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

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

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Govt Code 54956.8)
   Property: 438 Leven Street, Grimes, Ca, 95950
   Property owner: Pierce Joint Unified School District

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

Proposed Purchaser: Colusa County
Negotiators: Assistant ACAO and County Counsel
Under negotiation: Price and Terms of Sale

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)

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

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

I. STAFF REPORTS

Pursuant to Public Contract Code section 22050 Mr. Esenwein gives an update on the Emergency Weir Bridge Project. He states he has received confirmation of receipt of the application but has not had any other response from Central Valley Flood Protection Board. He further states he informed CVFPB that preparations would begin in the channel to construct the support piers and he mentions there was a change for the closure of the bridge to simply holding traffic, up to 20 minutes, for the support installation. This will be planned outside of commute periods and traffic can be released if needed for emergency personnel.

Mr. Esenwein states the Technical Assistant grant for CSA 1 and CSA 2 has not been granted but a meeting is planned to discuss this. He further states the County will receive a Notice of Violation for the 25-year-old temporary repair and it's not a bad thing and this will help us get the funds needed for the project. He also states the Pavement Project has been completed for College City with the shouldering being worked on this week. He further states the RFQ for the Sites-Lodoga Project has been received and those RFQ's will be evaluated today. He states the Road Crew is working on completing bridge repairs on the 4-mile bridge for missing railings and working on patching and grading throughout the County.

Ms. Allen states we are in the middle of harvest so please be patient with big trucks. She further states in regards to the Site MOU, it will be a two district MOU with Colusa and Glenn, and Yolo and Tehama will handled as separate projects.

Ms. Kelly announces that the Flu Clinics will start on September 30, 2025 and they hope to use the mobile clinics throughout the communities for this.

Ms. Edwards gives an update on elections and states she will be receiving funding from the State by the end of the month. She further states she received a directive from Secretary of State for making provision for in person voting. She states she attended a conference last week and an appointment was made with a vendor for automatic indexing with AI.

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

CONSENT AGENDA

Approve Consent Items No's 1 through 8.

1. BOARD OF SUPERVISORS

Approve the September 9, 2025 Regular Meeting Minutes.

2. HEALTH AND HUMAN SERVICES

Approve Contract No. **C25-173** 1st Amendment to Independent Contractor Agreement with **Glenn County Community Action Department** for continued support of the County Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant and authorize County Administrative Officer to sign.

3. LIBRARY

Approve Award Agreement No. **C25-174** with the **State Library** (ZIP 25-20) for the Zip Books project and authorize the County Librarian to sign the agreement.

4. PURCHASING AND PROCUREMENT/LIBRARY

Approve Contract No. **C25-175** Amendment 1 with the **Imperial County Office of Education** for installation of internet equipment and for management of the E-rate program for the Colusa Library located at 738 Market St., Colusa, CA, effective July 1, 2025.

5. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Approve Contract No. **C25-176** 2nd Modification with **Stonycreek Garbage Service** for Solid Waste Franchise Collection.

6. PURCHASING AND PROCUREMENT/HR

Ratify Agreement No. **C25-177** with **Liebert Cassidy Whitmore** for training and consulting services to assist Human Resources in workforce management and employee relations.

7. PURCHASING AND PROCUREMENT/SHERIFF/JAIL

Approve Contract No. **C25-178** 1st Modification with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

8. TREASURER

Accept August 2025 Treasury Monthly Investment Report as presented.

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

III. HUMAN RESOURCES

1. Approve the revision to the Public Works Department's position allocation schedule by making one position of Accountant I flexibly staffed to Accountant I/II PF26/PF30 ($4,069-$6,675/$4,494-$7,368).

Comments received by Ms. Rhodes and Ms. Tyler.

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

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

2. Approve County Administrative Officer Employment Contract No. **C25-179** with **Joshua H. Pack,** effective December 1, 2025 through November 30, 2028, with terms and conditions as set forth in the contract and contingent on satisfactory Department of Justice fingerprint report and background check.

Comments received by Ms. Rhodes and Mr. Pack.

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

IV. PUBLIC WORKS/ROAD DEPARTMENT

1. Adopt **Resolution No. 25-037** authorizing the installation of a Multi-Way Stop Sign at the intersection of Old Highway 99/County Line Road and authorize the Road Commissioner to direct the installation of same.

Comments received by Mr. Esenwein and Mr. Rominger.

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

9:32 a.m. Supervisor Boes recuses himself and leaves the room.

9:32 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARINGS

1. Chair Smith makes time for a Public Hearing to adopt a Resolution Rescinding Williamson Act Contract 71-14 and Reentry into new Williamson Act Contracts 25-04 and 25-05 to allow the recordation of Lot Line Adjustment (PD# 25-20).

Comments received by Ms. Fischer.

9:39 a.m. Chair Smith open the Public Hearing and calls for public comment.

Comments received by Mr. Marsh and Ms. Fischer.

9:41 a.m. Chair Smith calls for any additional public comment. Hearing none, Chair Smith closes the Public Hearing.

Comments received by Ms. Fischer and Ms. Tyler.

COMMUNITY DEVELOPMENT DEPARTMENT

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

1. Adopt **Resolution No. 25-038** Rescinding Williamson Act Contract 71-14 and Reentry into new Contract No. **C25-180** Williamson Act contracts 25-04 and Contract No. **C25-181** Williamson Act contract 25-05 to allow the recordation of Lot Line Adjustment (PD# 25-20).

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

9:43 a.m. Supervisor Boes rejoins the session and is now seated.

PURCHASING AND PROCUREMENT/AIRPORT

2. Approve Hangar Lease Agreement No. **C25-182** with **Heath Krug** for Airport hangar # 4.

Comments received by Mr. Esenwein and Ms. Tyler.

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

V. AUDITOR

1. Adopt **Resolution No. 25-039** authorizing four-year audit compilation followed by full audit for the Maxwell Cemetery District.

Comments received by Mr. Zunino.

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

VI. PURCHASING AND PROCUREMENT/DHHS

1. Adopt **Resolution No. 25-040** declaring vehicle as surplus property and authorize donation to the **Tri Counties Community Action Partnership**.

Comments received by Mr. West.

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

DHHS

2. Approve Contract No. **C25-183** MOU with the **Ministerial Association of California Counties** for the loaning of equipment and vehicles to support the Senior Nutrition Program.

Comments received by Ms. West, Ms. Kelly and Ms. Tyler.

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

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

SHERIFF

3. Adopt **Resolution No. 25-041** authorizing the Colusa County Sheriff's Office to apply for the 2025 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program and to accept any awarded funds.

Comments received by Ms. West.

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

SHERIFF/JAIL

4. Pursuant to Policy 401, Section 5.2, waive the competitive bidding process and approve Contract No. **C25-184** with **Nacht & Lewis Architects, Inc.** for architectural services for the Colusa County Detention and Treatment Facility.

Comments received by Assistant Sheriff Bradwell, Ms. Tyler and Ms. West.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Accept Quitclaim Deed from the City of Colusa vacating public utility easements along B and Fremont Streets, adjacent to the Colusa County Detention Facility and authorize County Administrative Officer to sign Certificate of Acceptance and Record Document.

Comments received by Ms. Tyler and Assistant Sheriff Bradwell.

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

2. Approve letter in response to the 2024-25 Civil Grand Jury Report.

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

3. Adopt **Resolution No. 25-042** Authorizing the Purchasing Agent to procure Microsoft Software Licenses for FY 25/26 and FY 26/27 exceeding $10,000.

Comments received by Ms. West.

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

4. Approve Agreement No. **C25-185** for Acquisition of a Temporary Construction Easement, Temporary Construction Easement (TCE) and Contract No. **C25-186** Permission to Enter and Construct (PTEC) with the **City of Williams** for real property located at 901 E Street, Williams, Ca.

Comments received by Ms. West.

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

10:17 a.m. Supervisor Boes recuses himself and leaves the room.

Chair makes time to discuss and provide direction to the County Auditor/Controller concerning desired deposit location of funds received via the Janus Solar PV, LLC, Development Agreement.

Comments received by Ms. Tyler.

5. It was the consensus of the Board to have the Public Fee payment go into the General Fund, the Ag Land Preservation Fee will be put into a Restricted Special Revenue Fund and the Franchise Fee will be postponed until a later time when the amount of the fee is known.

Comments received by Mr. Marsh, Mr. Zunino and Ms. Tyler.

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

11:38 a.m. Supervisor Boes rejoins the session and is now seated.

Chair Smith makes time to adopt a Proclamation honoring Wendy G. Tyler upon her retirement and Supervisor Boes reads the Proclamation into the record:

"PROCLAMATION OF THE

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

COLUSA COUNTY BOARD OF SUPERVISORS
HONORING WENDY G. TYLER
UPON HER RETIREMENT

WHEREAS, Wendy Tyler has devoted more than 25 years of her career to public service and has served as the County Administrative Officer for the County of Colusa from January 2016 through September 2025, a remarkable tenure of nine years and nine months; and

WHEREAS, before sharing her talents with Colusa County, Wendy sharpened her leadership in Trinity County, serving as County Administrative Officer from March 2012 to December 2015, and as Deputy County Administrative Officer from December 2009 to March 2012, for a combined total of more than 15 years of dedicated public service; and

WHEREAS, throughout her career, Wendy has been recognized for her meticulous, unmatched attention to detail ensuring that the County's operations, budgets, and policies were carried out with the highest standards of transparency and fiscal responsibility; and

WHEREAS, her leadership has guided Colusa County through times of change and growth, her advocacy has ensured the County's voice was heard and her dedication has made a lasting impact on the people of Colusa County; and

WHEREAS, Wendy Tyler's leadership style has balanced sharp strategic vision with a genuine care for people, earning her the respect and admiration of colleagues and the public she so faithfully served; and

WHEREAS, Ms. Tyler's steady leadership was particularly instrumental during the COVID-19 pandemic, ensuring that Colusa County remained open and continued to provide uninterrupted public services, thereby maintaining community confidence during a time of unprecedented challenge; and

WHEREAS, Colusa has become Ms. Tyler's home, where she intends to remain active in the community during her retirement while also dedicating time to her six grandchildren, traveling, and, with good fortune, learning to quilt.

NOW, THEREFORE, BE IT PROCLAIMED that the Colusa County Board of Supervisors hereby recognizes and honors Wendy Tyler for her service, leadership, and dedication as County Administrative Officer. The Board extends its deepest appreciation for her many contributions to the advancement and betterment of Colusa County, and offers its heartfelt best wishes for health, happiness, and fulfillment in her retirement."

Comments received by Ms. Tyler.

VIII. BOARD OF SUPERVISORS

1. Adopt Proclamation Honoring Wendy Tyler Upon Her Retirement.

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

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

Chair Smith declares a recess 10:48 a.m. and reconvenes in Regular Session at 10:52 a.m.

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Benefits Fair
- CSAC BOD meeting
- Karen's House meeting
- RHA meeting
- Williams City Council meeting
- Transportation and Transit meeting

Supervisor Wilson

Meetings/functions attended:

- Met with Members of Maxwell Park and Rec
- Met with CAO regarding Sites
- Grand Jury response meeting
- Met with CDD Director regarding building permits
- Franchise Agreement Ad-Hoc meetings
- Maxwell Community meeting
- Met with Public Works Director regarding CSA 1 and CSA 2
- Sites Authority Board meeting
- Call with Stonyford Museum Director
- Met with Kevin Spesert

Supervisors Bell

Meetings/function attended:

- Transportation and Transit meeting
- City of Colusa Council meeting
- Benefits Fair
- CESA meeting
- Colusa County Gun Owners meeting
- Colusa/Glenn Groundwater Joint meeting
- Colusa Groundwater Domestic Well Mitigation Ad-Hoc meeting
- Colusa Arts Council Show
- CIP Met and Greet with Secretary of Agriculture Karen Ross and tour of New slaughterhouse
- North State Drinking Water Solutions Network meeting
- Candlelight vigil for Charlie Kirk and other victims of violence
- Colusa GOP meeting
- Grand Jury Response meeting
- NSVIRMP Tac meeting
- Met with Colusa City Public Works regarding eastside drainage concerns
- Chamber of Commerce business lunch with County Assessor and Appraiser
- Colusa County Law Enforcement Memorial meeting
- California Rifle & Pistol Association (CRPA) Colusa Gun Owners Chapter Meeting
- Guest speaker at the Colusa Masons 150th Anniversary event
- Correspondence with Constituents regarding various concerns

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

Met with some Department Heads regarding updates in their departments

Supervisor Bell announces a Meet and Greet with Chad Bianco on October 8, 2025 at Rocco's and the Princeton library's dedication to Marybeth Masa is on September 24, 2025 at 9:30 a.m.

Supervisor Corona
Meetings/functions attended:
Worked for Pierce High School Home game
Law Enforcement Memorial Committee meeting
Behavior Health Advisory Board meeting
Calls from Constituents regarding railroad crossings, squirrel problems, encroachment on County right of way and Colusa County RCD position.

Supervisor Corona announces a Back the Blues event on October 11, 2025 from 5-10 p.m. at Farmers Brewery.

Supervisor Smith
Meetings/functions attended:
CIP Meet and Greet with Secretary of Agriculture Karen Ross and tour of New slaughterhouse in CIP
Agenda Review
Transportation and Transit meeting
Tour with Sheila Allen Yolo County Supervisor for Yolo/Colusa County Line
Sites Development Agreement meeting
RCRC Annual meeting
Calls from Constituents regarding illegal dumping

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Chair Smith speaks to a grant awarded from RCRC regarding the biomass study and how USDA is not releasing the approved funds. She states they are encouraging everyone to write support letters to our congressmen.

Ms. Allen states the second try for SB732 regarding abatement of pest and nuisance of abandoned properties has gone through the Senate floor and is now on the Governor's desk and hopefully it will be signed.

Chair Smith declares a recess at 11:09 a.m. to convene in Closed Session.

XI. 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. 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)

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

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

Chair Smith adjourns Closed Session at 12:42 p.m. to reconvene in Regular Session at 1:30 p.m. with all Supervisors present.

1:30 p.m. **PUBLIC HEARING**

Chair Smith makes time for a Public Hearing to consider proposals for revisions to the County of Colusa FY 2025-26 Recommended Budget.

Comments received by Ms. Tyler.

2:34 p.m. Chair Smith opens the Public Hearing and calls for public comment. Hearing none, Chair Smith closes the Public Hearing.

1. Adopt **Resolution No. 25-043** adopting the Fiscal Year 2025-26 Final Budget for Countywide Operating Funds and Special Revenue Funds.

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

2. Adopt **Resolution No. 25-044** Adopting the Fiscal Year 2025-26 Final Budget for Enterprise Funds and Special Districts.

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

Chair Smith declares a recess at 2:36 a.m. and states that they are now sitting as the Air Pollution Control District Board with all Directors present.

3. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:**
Adopt **Resolution No. 25-045** Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Air Pollution Control District.

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

Chair Smith adjourns the Air Pollution Control District Board at 2:37 p.m. and states that they are now sitting as the Colusa County In-Home Supportive Services Public Authority Board with all Directors present.

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

4. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY BOARD:**

Adopt **Resolution No. 25-046** Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

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

Chair Smith adjourns the Colusa County In-Home Supportive Services Public Authority Board at 2:37 p.m. and states that they are now sitting as the Colusa County Flood Control and Water Conservation District Board with all Directors present.

5. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:**

Adopt **Resolution No. 25-047** Adopting the Fiscal Year 2025-26 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

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

Chair Smith adjourns the Colusa County Flood Control and Water conservation District Board at 2:40 p.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

Chair Smith declares a recess at 2:40 p.m. to reconvene in Closed Session.

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

Chair Smith adjourned the meeting at 5:45 p.m. to reconvene in Regular Session on October 7, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 09-23-25 Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special Meeting Minutes)

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



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

COLUSA COUNTY
BOARD OF SUPERVISORS

Special Meeting Minutes

September 30, 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 30th day of September 2025 at the hour of 10:30 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

I. COUNTY COUNSEL

1. Approve a temporary, PERS Annuitant position in the classification of Interim County Administrative Officer, UDH Range 53, Step 15, $140.31 per hour, effective October 1, 2025; not to exceed 960 hours in a fiscal year. Further, waive the hourly restriction of 28 hours per week for extra-help appointments and adopt **Resolution No. 25-048** appointing Marcos Kropf as Interim County Administrative Officer under Government Code section 21221(h).

Comments received by Mr. Stout, Mr. Kropf and Ms. Tyler.

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

2. Approve Travel Reimbursement Agreement No. **C25-188** with **Marcos Kropf.**

Comments received by Mr. Stout.

Attachment: 09-30-25 Special Meeting Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special

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

Chair Smith adjourned the meeting at 10:35 a.m. to reconvene in Regular Session on October 7, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 09-30-25 Special Meeting Minutes (10849 : Approve the September 23, 2025 Regular Minutes and September 30 Special Special

COUNTY OF COLUSA, CA 2.3

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Clerk Recorder/Elections

FROM: Cristy Edwards

SUBJECT: Adopt a Resolution Appointing Directors to Reclamation District No. 2047 in lieu of election pursuant to Election Code 10515 et seq.

Adopt a Resolution Appointing Directors to Reclamation District No 2047 in lieu of Election pursuant to Election Code 10515 et seq.

Detailed Description of Background request:

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

There were no filed declarations of candidacy for Reclamation District No. 2047. Accordingly, the District has requested that the following nominees be appointed in lieu of election:

Dennis Clark
Gary Alves
Christine N. Wylie Lewis

Each potential appointment would be for a four year term starting on December 5, 2025..

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Email County Clerk signed copy of Resolution

ATTACHMENTS:

- Letter of Reccomendation Reclamation District 2047 (PDF)
- Resolution appointing Directors Reclamation District 2047 (DOCX)

RECLAMATION DISTRICT NO. 2047

Situated in Colusa and Glenn Counties
258 S. Butte Street, Willows, CA 95988
P.O. Box 217, Princeton, CA 95970
Phone: (530) 934-4801 ~ Fax: (530) 934-3066

RECEIVED
AUG 22 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Trustees:

Dennis Clark
President

Gary Alves
Trustee

Rick Simson
Trustee

Albert J. (AJ) Perez
Trustee

Christine N. Wylie
Trustee

Vince Laufer
Trustee

Tyley Southam
Trustee

Andrea Roach
Secretary

August 15, 2025

Colusa County Board of Supervisors
546 Jay Street
Colusa, CA 95932

Pursuant to Elections code Section 10515, I certify that General District Election to elect Trustees of Reclamation District No. 2047, the number of persons who have filed a Nomination Petition of Candidate for Trustee does not exceed the number of offices to be filled. Also, no petition requesting an election be held has been received. Therefore, I hereby request that the Board of Supervisors appoint in lieu of election the following nominees who have filed a Nomination Petition of Candidate. (Appointees shall qualify and take office and serve as if elected at the election for that office).

4 year term	12/5/2025 to 12/7/2029	Dennis Clark
4 year term	12/5/2025 to 12/7/2029	Gary Alves
4 year term	12/5/2025 to 12/7/2029	Christine N. Wylie Lewis

After the appointments have been made by the Board of Supervisors, please forward the certificates of appointment and Oaths of Office to my office for completion.

Thank you,

Andrea Roach
Secretary

Attachment: Letter of Reccomendation Reclamation District 2047 (10776 : Appoint Directors to Water Districts in lieu of election)

RESOLUTION NO. _____

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

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

WHEREAS, the Office of County Clerk and Registrar of Voters of the County of Colusa has reviewed the certification of facts and letter submitted by the District, and has determined that one or all of the conditions allowed exist and has submitted a Certificate of Facts to the Board of Supervisors; and

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

WHEREAS, letters requesting appointments to the qualifying offices have been submitted by the Districts and are on file in the Office of the County Clerk along with timely filed Declarations of Candidacy, where applicable

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

Section 1 - Appointment in-lieu of Election (I) Incumbent		
Reclamation District 2047		
4-year term	12/5/2025 – 12/7/2029	Dennis Clark
4-year term	12/5/2025 – 12/7/2029	Gary Alves
4-year term	12/5/2025 – 12/7/2029	Christine N. Wylie Lewis

SIGNATURES ON NEXT PAGE

/ / / / / /

/ / / / / /

Attachment: Resolution appointing Directors Reclamation District 2047 [Revision 1] (10776 : Appoint Directors to Water Districts in lieu of

PASSED AND ADOPTED this 7th day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair

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

_____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution appointing Directors Reclamation District 2047 [Revision 1] (10776 : Appoint Directors to Water Districts in lieu of

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: **Adopt Resolution 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.**

Adopt Resolution 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.

Detailed Description/Background of request

This resolution authorizes the County of Colusa Department of Health & Human Services to accept funding from HCD to provide housing navigation and financial assistance to young adults who are 18 through 24 years of age inclusive, (herein meaning starting at their 18th birthday until their 25th birthday) for the purpose of securing and maintaining housing with priority given to young adults currently or formerly in the foster care system.

Prior Board Action

Resolution adoption for last FY funding on December 17th, 2024.

Fiscal Impact/Funding Source

Revenue in the amount $9,992.00 in THP Round 7 & $9,563.00 in HNMP Round 4 from the California Department of Housing & Community Development. No cost to the County.

Action for the Clerk

Following adoption of the resolution please return the copy to Amilcar Avendaño @ DHHS.

ATTACHMENTS:

- Resolution 2025-2026-round-7-thp-round-4-hnmp (DOCX)

RESOLUTION NO.

RESOLUTION AUTHORIZING AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 7 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 4 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance Form (the "THP Allocation Acceptance Form"), dated August 19, 2025 under Round 7 of the Transitional Housing Program ("THP"), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued an Allocation Acceptance Form (the "HNMP Allocation Acceptance Form"), dated August 19, 2025 under Round 4 of the Housing Navigation and Maintenance Program ("HNMP") authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the "Allocation Acceptance Forms".

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Colusa ("County") may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated August 19, 2025, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated August 19, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Colusa does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County's allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of $9,992.00 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional THP Allocation") up to the amount authorized by Department but not to exceed $19,984.00.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount of $9,563.00 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby

Attachment: Resolution 2025-2026-round-7-thp-round-4-hnmp [Revision 1] (10798 : Resolution Accepting California HCD Funding)

authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed $19,126.00.

SECTION 5. That the Director of the County of Colusa Department of Health & Human Services or the County of Colusa Chief Administrative Officer, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 6. That the Director of the County of Colusa Department of Health & Human Services, or the County of Colusa Chief Administrative Officer, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chairperson
Colusa County Board of Supervisors

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

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution 2025-2026-round-7-thp-round-4-hnmp [Revision 1] (10798 : Resolution Accepting California HCD Funding)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Change Order Numbers CCDTF16 and CCDTF17 with Clark & Sullivan and Broward Builders, Inc. for Construction of the Colusa County Detention and Treatment Facility.e>>

Ratify Change Order Numbers CCDTF16 and CCDTF17 with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress with construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility will be located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The new CCDTF has been planned to replace the existing, antiquated offender housing with a new, modern 96-bed facility. There are two change orders that are needed for the project to proceed forward - CCDTF16 and CCDTF17.

CCDTF16: Increased size of the control room windows to better support the visual capabilities.

CCDTF17: Deletion of stairs and their associated scope of work in (4) exterior locations of the facility.

CAO Wendy Tyler signed Change Orders CCDTF16 and CCDTF17 to prevent a delay in the project and staff is now seeking ratification of the change orders.

Prior Board Action

Contract - C23-024

Prior change orders CCDTF1 - CCDTF15

Due to the number of change orders executed, they are not attached here but are available for review at the Board Clerk's Office.

Fiscal Impact/Funding Source

Net project cost increase of $34,392.

Balance of Owner's Construction Contingencies remaining after change orders 1-17 is $1,345,645

CCDTF16 - The total amount of the change order is $87,172.00 and will be charged to the Owner's Construction Contingency.

CCDTF17 - Credit in the amount of -$52,780.00.

Action for the Clerk

Assign a contract number for each change order and provide a copy to Assistant Sheriff Mike Bradwell.

ATTACHMENTS:

- CCDTF16_Control Room Windows (PDF)
- CCDTF17_Exterior Stair Credit (PDF)
- C23-024 Clark & Sullivan Construction and Broward Builders, Inc (PDF)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
CONTRACT CHANGE ORDER

Change Requested by: __X_____County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF16		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes to the Contract Documents or do the following described work not included in the Contract Documents for this Contract. **NOTE:** This Change Order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCOD004 Increased size of Control Room Windows	$ 87,172.00	$ -	$ -	$ -	$ -	$ 87,172.00
					Subtotal	$ 87,172.00

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 80,793.14
Contract Amount prior to this Change Order:	$ 29,659,234.14
Contract Amount will be Increased _X___ /Decreased _____by this Change Order:	$ 87,172.00
Revised Contract Amount including this Change Order:	$ 29,746,406.14
The Contract Time will be Increased ____ / Decreased___ / Unchanged _X___by days:	0
The Date of Completion as of the date of this Change Order is	5/3/2026

Estimate Cost: _____ Decrease __X____ Increase

SUBMITTED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael Bradwell, Assistant Sheriff	9/4/25
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy Tyler, CAO	9/4/25
COUNTY APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Wendy G. Tyler, CAO	9/4/25

We the undersigned Contractor have given careful consideration to the change proposed and agree, if this proposal is approved, we will provide all labor and equipment, and furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the Specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Julee Carden	9-4-25

Attachment: CCDTF16_Control Room Windows (10786 : Ratify Change Order with Clark & Sullivan Construction and Broward Builders, Inc.)

COLUSA COUNTY JAIL PROJECT
929 Bridge Street
Colusa, CA
CONTRACT CHANGE ORDER

Change Requested by: ___X___County _____ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	PROJECT	FEDERAL NUMBER(S)
CCDTF17		C23-024	CCDTF	

TO
Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

You are directed to make the following changes to the Contract Documents or do the following described work not included in the Contract Documents for this Contract. **NOTE:** This Change Order is not effective until approved by the Board of Supervisors.

Change Order Description	Cost of Change Order	Original Schedule Value	Previous App fr Schedule Value	Adj Schedule Value fr Prev App	Additional Cost fr Schedule Value	Total Cost of Change Order
PCOD001 Deletion of Stairs and	$ (52,780.00)	$ -	$ -	$ -	$ -	$ (52,780.00)
their associated scope of work						
in (4) Exterior locations of the						
Facility						
					Subtotal	$ (52,780.00)

Original Contract Amount:	$ 29,578,441.00
Net change by previously authorized Change Order:	$ 167,965.14
Contract Amount prior to this Change Order:	$ 29,746,406.14
Contract Amount will be Increased ____ /Decreased __X___by this Change Order:	$ (52,780.00)
Revised Contract Amount including this Change Order:	$ 29,693,626.14
The Contract Time will be Increased ____ / Decreased_____ / Unchanged _X___by days:	0
The Date of Completion as of the date of this Change Order is	5/3/2026

Estimate Cost: ____X___ Decrease _____ Increase

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Michael Bradwell, Assistant Sheriff	9/4/25

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy Tyler, CAO	9/4/25

COUNTY APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Wendy S Tyler	Wendy G. Tyler, CAO	9/4/25

We the undersigned Contractor have given careful consideration to the change proposed and agree, if this proposal is approved, we will provide all labor and equipment, and furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the Contractor, do not sign acceptance of this order, your attention is directed to the requirements of the Specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Julee Carden	9-4-25

Attachment: CCDTF17_Exterior Stair Credit (10786 : Ratify Change Order with Clark & Sullivan Construction and Broward Builders, Inc.)

C23-024

COLUSA COUNTY DETENTION AND TREATMENT FACILITY AGREEMENT

THIS AGREEMENT dated this **17th** day of **January, 2023** by and between **Clark & Sullivan Construction and Broward Builders, Inc, a Joint Venture** whose place of business is located at 1340 Blue Oak Blvd. Suite 150, Roseville, CA 95678 ("Design-Build Entity"), and the **County of Colusa**, a political subdivision of the State of California.

COUNTY OF COLUSA
COLUSA COUNTY DETENTION & TREATMENT FACILITY

WHEREAS, upon receipt of approval of Owner's contract award to Design-Build Entity from the State of California Department of Finance, Owner's conditional award of the Contract will become unconditional.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Entity and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

A. Design-Build Entity hereby agrees to serve as the stipulated sum Design-Build Entity for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Performance Criteria, and all other terms and conditions of the Contract Documents ("Work").

B. Without limiting the foregoing, Work specifically includes: :
   1. The following Owner Controlled Allowances
      a. Allowance #1 - $20,000 for additional Furnishings, Fixtures and Equipment not included in the criteria documents.
      b. Allowance #2 - $26,000 for Utility Demolition and Relocation not known or identified in the criteria documents
   2. The following Deductions (If-Necessary)*
      a. Not Included
      b. Not Included
      c. Not Included
   3. The following Enhancements:
      a. Additive Alternate AA-1 – Not Included
      b. Additive Alternate AA-2 – Not Included
      c. Additive Alternate AA-3 – Not Included
   4. The following Additive Voluntary Enhancements*:
      a. Not Included
      b. Not Included
      c. Not Included

   * As defined in Proposal Form attached for reference.

1.02 Price for Completion of the Work

A. Owner shall pay Design-Build Entity the following Contract Sum $29,578,441 for completion of Work in accordance with Contract Documents (including Allowances, Deductive Items (If-Necessary) and Additive and Voluntary Enhancements identified in paragraph 1.01B above).

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

1.03 Alternates

A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 1 hereto. To add any Alternate to the Work, Owner must notify Design-Build Entity no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 1. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 1, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

1.04 Allowances

A. Contract Sum includes the following allowances
   1. Additional Owner FFE Allowance (see Section 01 21 00 paragraph 1.03) $20,000
   2. Unknown or Unforeseen Owner Utility Demolition & Relocation Allowance (see Section 01 21 00 paragraph 1.04) $26,000 B. See also Section 01 21 00 Allowances.

C. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract Sum accordingly.

1.05 Maximizing Sales and Use Taxes Payable to Owner

A. Design-Build Entity will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:
   1. The Direct Payment Procedures (as defined below).
   2. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that Design-Build Entity, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Colusa, use an address within (incorporated or unincorporated) County of Colusa, for purchases and leases of Project related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
   3. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that, to the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
      a. Have a physical presence within California; or
      b. If located out of state, collect and pay California use tax.

B. Taxable Purchasing Procedures must include the following, to the greatest reasonably feasible extent (**Direct Payment Procedures**):
   1. Design-Build Entity and all Subcontractors and Designers (of all tiers) with Project-related contracts equal to or exceeding $5 Million dollars (or other amount must be approved by the BOE) **Eligible Subcontractors** must obtain a California State Board of Equalization (**BOE**) sub-permit for the Project Site and allocate all Project-related sales and use tax to the County of Colusa. Before performing any Work at the Project Site, Design-Build Entity and each Eligible Subcontractor must provide Owner with a copy of its sub-permit or an official statement that sales and use tax is not applicable to its portion of the Project.

C23-024

2. When filing quarterly sales and use tax returns, Design-Build Entity and all Eligible Subcontractors must record local taxes on Schedule C (Detailed Allocation by Suboutlet) rather than Schedule B (Allocation by County).
3. Design-Build and Subcontractors and Designers (of all tiers), regardless of Project contract size, shall directly allocate to the County and Colusa sales and use tax on all Project Personal Property with a total value exceeding $250,000 that is shipped to the Project Site from an out-of-state supplier, using Schedule F when filing sales and use tax forms with the BOE.
4. Design-Build Entity and all Subcontractors and Designers (of all tiers), regardless of Project contract size, must provide Owner with copies of all eligible returns and supporting documentation for review and approval at least ten days in advance of submission to the BOE. (This is essential as Owner understands that the BOE will not make retroactive allocation adjustments should revenues be allocated to the countywide pool rather than the Project Site.)
5. Before performing any Work at the Project Site, Design-Build Entity and each Subcontractor and Designer (of all tiers), regardless of Project contract size, must provide Owner with a formal written document stating that their appropriate staff member(s) responsible for filing tax documents (a) have been instructed on these Taxable Purchasing Procedures, (b) will prepare their returns so that to the greatest reasonably feasible extent the local share of sales use tax paid with respect to Project Personal Property) will be allocated to the County of Colusa.

C. Taxable Purchasing Procedures must also include periodic Design-Build Entity reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.

D. Taxable Purchasing Procedures may include exclusions for out-of-state vendors that perform at most nominal or incidental Work within Colusa County or on the Project Site.

E. Design-Build Entity must provide an initial proposed Taxable Purchasing Procedures within 20 days of execution of this Agreement. Owner and Design-Build Entity will use good faith efforts to finalize them within ten days thereafter. If the parties are unable to agree, Owner will determine the final Taxable Purchasing Procedures consistent with this Paragraph 1.05, and if Design-Build Entity disagrees it may file a claim under Document 00 72 53 (General Conditions).

F. The final Taxable Purchasing Procedures will become an attachment to this Agreement and incorporated herein.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

A. Design-Build Entity shall commence Work on the date indicated in the applicable Notice to Proceed.
B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

A. Design-Build Entity shall achieve Final Completion of the entire Work no later than November 5, 2025.

2.03 Design and Construction Milestones

A. Design-Build Entity shall also complete design and construction of the Project consistent with the following milestones.
1. Substantial Completion by November 5, 2025;
2. Certificate of Beneficial Occupancy of entire Project: Recorded by November 6, 2025.
3. Staffing and Occupancy Complete November 6, 2025.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

2.04 Liquidated Damage Amounts

A. Owner and Design-Build Entity recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.

B. Consistent with terms, conditions, stipulations and limitations in Document 00 72 53 (General Conditions) regarding liquidated damages, Design-Build Entity and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Entity agree that Design-Build Entity shall pay Owner as liquidated damages the number of Dollars provided below:

1. As liquidated damages for delay, Design-Build Entity shall pay Owner Two Thousand, Five Hundred Dollars ($2,500.00) for each day that expires after the time specified herein for Design-Build Entity to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

2.05 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 72 53 (General Conditions).

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Administrator

A. Owner has designated Mike Bradwell of the Colusa County Sheriff's Office as its Project Administrator to act as Owner's Representative in those matters relating to the Contract Documents that do not require Board of Supervisors approval.

B. To the extent Board of Supervisors approval is not required, Project Administrator shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Administrator is not assigned any rights or obligations that require Board of Supervisors approval.

C. Owner may assign all or part of the Project Administrator's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

D. Exceptions to the foregoing Article 3.01 shall be in accordance with Public Contract Code 20142 in which case authority has been delegated to Joe Garofalo.

3.02 Design-Build Entity's Project Manager and Key Personnel

A. Design-Build Entity has designated Matt Burnie as its Project Manager to act as Design-Build Entity's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Design-Build Entity's Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Entity, and shall be responsible for distributing all communications from Owner and Owner's consultants (including without limitation from Performance Criteria Architect or Construction Manager on Owner's behalf) to Design-Build Entity's Superintendent and others as Design-Build Entity deems appropriate.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

B. Design-Build Entity's Proposal lists the key personnel identified on Attachment 2 Design-Build Entity intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Entity represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Entity shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

Design-Build Entity may not change the identity of its Project Manager or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

C. Design-Build Entity acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Entity for the Project. Design-Build Entity and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Entity have agreed to liquidated damages as described below:

1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Entity's Key Personnel staffing schedule, Owner may assess once and Design-Build Entity shall accept liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

D. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable Application for Payment or, if insufficient, shall be paid by Design-Build Entity.

E. No liquidated damages shall under be due under this paragraph 3.02 for any substitution required due to death, incapacity or employment termination of a Key Personnel.

F. Design-Build Entity shall make their best effort to comply with Local Participation Goals, attached to this Agreement as Annex 1.

G. Pursuant to Labor Code Section 1771(a), Design-Build Entity covenants that it will award contracts and subcontracts for Project Work, only to Subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design Build Entity shall obtain proof of such registration from all such Subcontractors and provide it to Owner along with each Document 00 43 30 (Subcontractors List)

3.03 Performance Criteria Architect

A. Nacht & Lewis furnished the Performance Criteria and Concept Drawings and shall have the rights assigned to Performance Criteria Architect in the Contract Documents.

3.04 Construction Manager

A. Owner has delegated certain of Project Administrator's rights to Owner's Construction Manager, To be determined and may delegate further rights with notice to Design-Build Entity.

ARTICLE 4 - CONTRACT DOCUMENTS

4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

The complete Contract between the parties hereto shall consist of the following documents

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

Contractor's Bid Proposal
Designation of Subcontractors
This Agreement
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions, if any
Volume 2 – Performance Criteria – Facility Design Program
Technical Specifications
Duly issued Addenda
Duly issued RFIs and PCIs
Duly issued Work Authorizations
Supplemental Drawings issued pursuant to Article 4 of the General Conditions
Initial Submittals approved pursuant to Article 3 and all other submittals approve pursuant to Article 5 of the General Conditions
Duly issued Change Orders
Contractor's Guarantee and Bond

Such documents, collectively referred to herein as the "Contract Documents'" hereby are incorporated herein by the reference and made a part hereof.

Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 01 15 (List of Construction Documents) provided by Design-Build Entity or in the final Performance Criteria Document 00 52 01 provided by Criteria Architect in accordance with Section 01 11 01 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 43 30 (Subcontractors List) or otherwise.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 53 (General Conditions). Design-Build Entity's Proposal for County of Colusa dated December 16, 2022 is attached hereto for reference purposes, and for matters specifically identified in this Agreement.

ARTICLE 5 - MISCELLANEOUS

5.01 Terms and abbreviations used in this Agreement are defined in Document 00 72 53 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein. Prior to executing this Agreement, Design-Build Entity has performed all required pre-construction investigations required and described in the Contract Documents.

5.02 Design-Build Entity shall include the following Owner addressees on all ordinary course Project communications:

Mike Bradwell
Assistant Sheriff
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street
Colusa, CA 95932

Wendy Tyler
County Administrative Officer
Colusa County
547 Market Street
Colusa, CA 95932

5.03 In addition to the above, all notices to Design-Build Entity and the other party (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word "NOTICE" in the subject line and shall be directed as follows.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

County of Colusa
Mike Bradwell
Colusa County Sheriff's Office
Colusa County Detention & Treatment Facility
929 Bridge Street, Colusa, CA 95932

Design-Build Entity
Clark & Sullivan
Construction and Broward
Builders, Inc. a Joint Venture
1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678

Construction Manager
TBD

with a copy to:

Richard Stout
County Counsel
County of Colusa
605 "J" Street
Colusa, CA 95932

A. Notice shall be sufficiently given for all purposes as follows:
   1. When personally delivered to the recipient, notice is effective on delivery.
   2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
   3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
   4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.

B. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.

D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 72 53 (General Conditions) Article 12.

5.04 In order to induce Owner to enter into this Agreement, Design-Build Entity represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Entity is duly qualified to conduct business in the

State of California; that Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

5.05 Design-Build Entity shall not assign any portion of the Contract Documents.

5.06 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid,

void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

5.07 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

5.08 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Entity or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Build Entity, without further acknowledgment by the parties.

5.09 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at
Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Entity will be required to secure the payment of compensation to his employees. Design-Build Entity represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.10 Owner shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents.
Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

5.10 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Colusa, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Colusa.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

RECOMMENDED AND APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

By _____
Wendy G. Tyler

SHERIFF

By _____
Joe Garofalo

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

_____

COUNTY OF COLUSA
BOARD OF SUPERVISORS

By _____
Kent Boes, Chairman

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

By _____
Melissa Kitts, Deputy

DESIGN-BUILD ENTITY

Corporation
Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

Ted Foor
Typed Name

President
Title of Individual Executing
Document on behalf of Firm

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

Attachment 1

ALTERNATES
(See Agreement 1.03)

Alternate Number/Name	Proposal Price	County Decision Point Date
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD
TBD	TBD	TBD

* As defined in Proposal Form attached for reference.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

ATTACHMENT 1

KEY PERSONNEL
(See Agreement 3.02)

Position	Name	Start times, anticipated durations, and for each duration percentage of commitment to work on the Project
Project Manager		
Design Manager		
General Superintendent		
Superintendent (Full time)		
Architect of Record		
Design Architect		

- DBE's MUST provide an organizational chart that defines the Project Management and Staffing Plan -- All Planned Project Personnel -- for both the preconstruction and construction portions of the Project.
- DBE's should include resumes demonstrating the qualifications of the Key Personnel on the Organizational Chart for the project. DBE's MUST provide a table showing the planned staffing during both preconstruction and construction phases. The table shall list all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (Independent Consultants), the hours each individual is assigned to each Phase of the project and the total of all hours planned to be expended during each phase over the course of the project.
- DBE's MUST provide a "staffing" fee breakdown, expanded sections of the "table" listed above to include hourly rates for the staffing levels identified including a total cost for each staff member and a bottom line total cost for ALL staff identified in the "table" for both "preconstruction" and "Construction" phases. The hourly rates for staff shall include all applicable staff costs EXCLUDING overhead and profit.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

C23-024

ATTACHMENT 2

LOCAL PARTICIPATION GOALS

The parties share the goal of achieving local participation in the design and construction of the Project. Design-Build Entity shall endeavor to achieve the following goals: (1) Subcontract 25% of the design and construction services to local businesses; and (2) 35% of labor supplied by local workers.

Metrics for local participation will be the number of businesses, vendors and suppliers awarded contracts, number of contracts awarded, dollar value of awarded contracts, final amount paid to businesses, types and hours of training provided.

Metrics for local participation for labor shall the number of local workers, trades and zip codes of local workers, amount paid to individual workers, amount paid to all local workers, types and number of hours of training provided.

Design-Build Entity shall ensure maximum participation of local businesses and local workers by:

- Early project notice to the community
- Pre-bid meetings with local firms
- Convene outreach and technical work sessions informing local firms of project overview details, plan availability, bonding requirements, payment process
- Technical Assistance, business development, and mentoring activities that include safety planning, project management details, payment process, insurance and bonding requirements
- Local worker outreach including two local outreach events, coordination with local workforce organizations, union apprenticeship programs and community based organizations that support construction workers

Design-Build Entity shall utilize Labor Compliance Tracker software to track compliance on a monthly basis.

Compliance with the goals shall be reported to the County monthly.

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

January 10, 2023

Colusa County Detention & Treatment Facility

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: _____, 23__

To: _____
(Contractor)

Address: _____

_____

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY 929 BRIDGE STREET, COLUSA, CA**

PROJECT NO:

You are notified that the Contract Time under the above Contract will commence to run on _____, **23**__. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, **23**__ and _____, **23**__, respectively.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. **[TBD, e.g. Building Permits, WDID from water board, SWPPPs, SFM Approval of Construction Documents, etc.]**

COUNTY OF COLUSA

By: _____

_____
(Print Name)

Its: _____

Date: _____

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 51 00

NOTICE OF CONDITIONAL AWARD

Dated: March 1, 2023

TO: Clark Sullivan Broward Builders, a Joint Venture ("Design-Build Entity")

ADDRESS: 1200 East Kentucky Avenue, Woodland, CA, 95776

CONTRACT FOR: **COUNTY OF COLUSA**
COLUSA COUNTY DETENTION & TREATMENT FACILITY

1. Subject to receipt of all required approvals from the California Department of Finance, the Contract Sum of your Contract (including the Additive Enhancements and Voluntary Enhancements identified below) is TWENTY NINE MILLION FIVE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED AND FORTY-ONE DOLLARS **($29,578,441.00)**.

2. The Work of your Contract includes the following Allowances:

   a. Allowances

Allowance Identification Number	Allowance Description	Allowance Price
AL-01	Allowance AL-01: For Additional Furnishings, Fixtures and Equipment	$20,000.00
AL-02	Allowance AL-02: For Utility Demolition and Relocation not known or included in the Criteria Documents	$26,000.00
		$46,000.00

3. The work of your Contract includes the following Deductive Items (if necessary) and/or Alternative Technical Concepts

   a. Deductive Items (if necessary) and/or Alternative Technical Concepts

Deductive Item Identification Number	Deductive Item Description	Deductive Item Price
	None are Included	

4. The Work of your Contract includes the following Enhancements in addition to the Base Project:

   a. Additive Enhancements

Enhancement Identification Number	Additive Enhancement Description	Enhancement Price
	None Are Included	

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

b. Voluntary Enhancements

Enhancement Identification Number	Voluntary Enhancement Description	Enhancement Price
	None Are Included	

5. Copies of the proposed Contract Documents listed below accompany this Notice of Conditional Award.

6. You must comply with the following conditions precedent by 5:00 p.m. of the third business Day following the date of this Notice of Conditional Award, that is, by **Monday, March 6, 2023:**

   a. Deliver to Owner seven fully executed counterparts of Document 00 52 00 (Agreement). Each copy of Document 00 52 00 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner seven original copies of Document 00 65 36 (Guaranty), each executed by you.

7. Additionally, you must comply with the following conditions precedent by 5:00 p.m. of the seventh Day following the date the California Department of Finance approves the award of the Contract to the Design-Build Entity, as described in Document 00 01 19 (Request for Proposals):

   a. Deliver to Owner three originals of Document 00 61 13.13 (Construction Performance Bond), executed by you and your surety.

   b. Deliver to Owner three originals of Document 00 61 13.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   c. Deliver to Owner an original set of the insurance certificates with endorsements required under Document 00 73 16 (Supplementary Conditions – Insurance and Indemnification).

8. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.

9. Within 21 Days after you comply with the conditions in Paragraphs 6 and 7 above, Owner will return to you one fully signed counterpart of Document 00 52 00 (Agreement).

10. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

COUNTY OF COLUSA

BY: _____
Wendy G. Tyler, County Administrative Officer

ATTEST: _____
Secretary

_____
(Print Name)

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

AUTHORIZED BY COUNTY RESOLUTION:

NO: 23-0007

ADOPTED: January 17, 2023

[Copy of Resolution Attached]

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 55 01

NOTICE TO PROCEED WITH DESIGN SERVICES

Date: March 16, 2023

To: Clark & Sullivan Construction and Broward Builders, Inc., a Joint Venture

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360

CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on March 16, 2023. On that date you are to start performing your design obligations under the Contract Documents.

In accordance with Article 2 of Document 00 52 00 (Agreement), the date of Substantial Completion of the Project is November 5, 2025, the Certificate of Occupancy must be obtained by November 6, 2025, Final Completion by November 5, 2025, and Staffing and Occupancy complete by November 6, 2025.

This Notice to Proceed with Design Services does not authorize performance of any Work at the Site. Performance of Work at the Site requires issuance of a Notice to Proceed for Construction and satisfaction of all related conditions.

OWNER: COUNTY OF COLUSA

By: _____
Wendy G. Tyler, County Administrative Officer

Date: March 16, 2023

END OF DOCUMENT

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

DOCUMENT 00 55 00

NOTICE TO PROCEED WITH CONSTRUCTION

Dated: August 6th, 2024

To: Clark and Sullivan Construction and Broward Builders, Inc., a Joint Venture
(Contractor)

Address: 1340 Blue Oaks Blvd Suite 150, Roseville, CA 95678

CONTRACT FOR: **COLUSA COUNTY DETENTION & TREATMENT FACILITY**
929 BRIDGE STREET, COLUSA, CA

PROJECT NO: 7360
CONTRACT NO: C23-024

You are notified that the Contract Time under the above Contract will commence to run on August 12, 2024. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 2 of Document 00 5200 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are April 3, 2026 and May 3, 2026, respectively.

Before you may start any Work at the Site, you must:

1. All required permits and approvals for all authorities having jurisdiction including but not limited to the Office of the State Fi Marshal, BSCC, and County,WDID number and approved Storm Water Pollution and Prevention Plan,
2. A digital video record survey of existing conditions,
3. Submit all Basis of Design submittals together for all disciplines and prior to the start of any demolition and/or construction activity.
4. Quality Assurance/Quality Control (QA/QC) Plan

and any and all other requirements per the Contract Documents to be submitted prior to release of construction.

COUNTY OF COLUSA

By: Wendy G Tyler

Wendy G. Tyler, County Administrative Office
(Print Name)

Date: 8/6/2024

VANIR

Attachment: C23-024 Clark & Sullivan Construction and Broward Builders, Inc (10786 : Ratify Change Order with Clark & Sullivan Construction

COUNTY OF COLUSA, CA 2.6

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with Precision West Telecommunications, Inc. dba Precision West Technologies for the monthly monitoring of the camera system.

Approve contract with **Precision West Telecommunications, Inc. dba Precision West Technologies** for the monthly monitoring of the camera system.

Detailed Description/Background of request

The Board of Supervisors approved the procurement and installation contract with Precision West Technologies for an upgraded camera system for the Department of Behavioral Health located at 162 E. Carson St., Colusa following a successful RFB. This second contract with Precision West Technologies is for the monthly monitoring costs of this system.

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

Prior Board Action

The Board of Supervisors approved contract with Precision West Telecommunications, Inc. dba Precision West Technologies on 9/9/2025.

Fiscal Impact/Funding Source

Budgeted: 003-53180-713 and 003-53180-711

Action for the Clerk

Please number contract, obtain signatures and forward to:

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

ATTACHMENTS:

- Camera Monitoring Contract_Precision West Technologies (DOCX)

CAMERA MONITORING CONTRACT

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

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

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

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

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

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

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

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

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

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

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

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

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

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

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

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

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

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

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

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

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

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

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

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

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

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

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

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

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

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

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

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

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

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

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

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

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

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

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

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

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

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

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

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

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

COUNTY OF COLUSA	**PRECISION WEST TELECOMMUNICATIONS, INC. DBA PRECISION WEST TECHNOLOGIES**
_____Date:_____	_____Date:_____
Daurice K. Smith, 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: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

Attachment A
Fee Schedule and Billing Information

Camera Monthly Recurring Services
Cloud storage, camera licensing and access to Eagle Eye Video Management System. Video records must be retained for one year.

Sub Total Monthly Charge: $1,261.98 plus applicable tax

Please send monthly invoices to (email preferred):

Behavioral Health
162 E. Carson St.
Colusa, Ca, 95932

bhfiscal@countyofcolusaca.gov

Attachment: Camera Monitoring Contract_Precision West Technologies [Revision 1] (10747 : Approve contract with Precision West

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Amendment No. 1 (Agreement No. 006758) with the Regents of the University of California on behalf of UC Davis School of Nursing, effective October 5, 2025.

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

Detailed Description/Background of request

Department of Health and Human Services (DHHS) is requesting an approval of amendment #1 to the preceptorship agreement with The Regents of the University of California on behalf of UC Davis School of Nursing.

This Agreement allows DHHS to attract future public health workforce while hosting the students for observational experience of nurses and staff as they provide care to clients. Focus of the agreement is to expose pre-licensure nursing students to the varied roles of nurses in public and community health settings through a day-long observational experience. Students can spend all day with one nurse or split their time between staff to experience multiple aspects of nursing in the Public Health Department.

The amendment extends the term of the agreement from October 5, 2025, through October 4, 2028 and changes UC Davis Health Contract's address in Section XX, Notices.

Prior Board Action

C22-197

Fiscal Impact/Funding Source

No impact to County General Fund or DHHS as there are no funds exchanged between the parties of the agreement.

Action for the Clerk

Please number agreement, obtain signatures and forward to Ivette De La Torre @ ivtdelatorre@health.ucdavis.edu. Please cc Kirill Obraztsov at DHHS in communication with the contractor.

ATTACHMENTS:

- 006758 AMD 1 Colusa County Department of Health and Human Services (PDF)
- 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (PDF)

Amendment No. 1 to UNIVERSITY Agreement No. 006758

Parties to this Amendment:	The Regents of the University of California, acting for and on behalf of University of California, Davis Health ("UNIVERSITY"). and Colusa County Department of Health and Human Services ("AFFILIATE").
Original Agreement:	Affiliation Agreement (UNIVERSITY Agreement No. 006758) with an effective date of October 5, 2022 ("Agreement").
Effective Date of this Amendment:	October 5, 2025 ("Effective Date").

WHEREAS, the parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendment(s) to the Agreement.

   A. The term of the Agreement shall be extended from October 5, 2025, through October 4, 2028.

   B. The parties acknowledge UNIVERSITY has changed its legal address. UNIVERSITY address in Section XX, **NOTICES**, under "To University" shall be deleted and replaced with:

      "To University:
      UC Davis Health Contracts
      10850 White Rock Road
      Rancho Cordova, CA 95670
      (University Agreement number 006758)"

   C. All other terms and conditions shall remain the same.

3. Ratification of the Agreement. Except as expressly set forth in this Amendment 1, the Agreement shall remain unmodified and in full force and effect.

4. Counterparts. This Amendment 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

//////////////////////////SIGNATURE PAGE TO FOLLOW//////////////////////////

Attachment: 006758 AMD 1 Colusa County Department of Health and Human Services (10790 : Approve Amendment #1 with the Regents of the

IN WITNESS WHEREOF, the duly authorized representatives of UNIVERSITY and AFFILIATE have executed this Amendment as of the last date of signature written below.

AGREED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By_____
Erick Jenkins, JD, MS
Associate Director, UC Davis Health Contracts

Date_____

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By_____
Print Name: Daurice K. Smith
Title: Board Chair

Date_____

By_____
Print Name:
Title:

Date_____

By_____
Print Name:
Title:

Date_____

Attachment: 006758 AMD 1 Colusa County Department of Health and Human Services (10790 : Approve Amendment #1 with the Regents of the

DocuSign Envelope ID: 807ADCC5-E95B-4667-B90C-244BBC4F3DA5

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

THIS AFFILIATION AGREEMENT is made and entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9., on behalf of University of California Davis Health ("UNIVERSITY"), and Colusa County Department of Health and Human Services ("AFFILIATE").

WHEREAS, UNIVERSITY conducts an educational Masters Entry Program in Nursing ("MEPN") program for nursing students ("TRAINEES") and desires access to AFFILIATE'S facilities in which TRAINEES can obtain broader clinical learning experiences pursuant to the requirements of Board of Registered Nurses ("BRN") and Commission on Collegiate Nursing Education ("CCNE");

WHEREAS, AFFILIATE operates certain health care facility(ies) identified herein and is willing to grant access and assist UNIVERSITY in providing a training environment to UNIVERSITY'S TRAINEES, subject to the terms and conditions below;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF UNIVERSITY. UNIVERSITY agrees that it shall:

A. Establish the educational goals and objectives of its education program in a manner consistent with the standards and requirements set forth by UNIVERSITY and the BRN and CCNE for program approval and accreditation. Such goals and objectives shall reflect UNIVERSITY'S commitment to providing the highest quality in education and training programs to TRAINEES.

B. Designate clinical instructor ("UNIVERSITY CLINICAL INSTRUCTOR") to arrange for supervision, provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE.

C. Cooperate with AFFILIATE in coordinating and reviewing schedules of TRAINEES while at AFFILIATE.

D. Assign UNIVERSITY CLINICAL INSTRUCTORS in sufficient numbers to provide supervision and management of TRAINEES' work while at AFFILIATE'S facilities. Each UNIVERSITY CLINICAL INSTRUCTOR must qualify for, obtain and maintain a clinical instructor appointment with UNIVERSITY in accordance with UNIVERSITY'S academic review and appointment procedures.

E. Provide the names of TRAINEES, their level of training, and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of educational experience.

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F. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.

G. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the activities referred to in this Agreement.

H. Ensure, in cooperation with AFFILIATE, that TRAINEES assume progressively increasing responsibility according to their level of education, ability and experience. UNIVERSITY shall determine the appropriate level of responsibility for each TRAINEE.

I. Require assigned TRAINEES to:

1. Comply with AFFILIATE'S applicable Rules and Regulations, state and federal laws and regulations, the requirements of the BRN and CCNE;

2. Participate, to the extent expected or otherwise requested by AFFILIATE and approved by UNIVERSITY, in activities and assignments that are of educational value and that are appropriate to the course and scope of UNIVERSITY'S program, consistent with the requirements of the BRN and CCNE.

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce the risk of patient injury.

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

J. In collaboration with AFFILIATE, ensure a positive learning environment for all TRAINEES. Monitor the learning environment and engage AFFILIATE in addressing negative influences when detected.

K. UNIVERSITY shall assure that each TRAINEE has obtained a physical examination and has received the immunizations and health clearances listed in Exhibit A to this Agreement, which is attached hereto and incorporated herein, and provide documentation of such upon AFFILIATE's request.

L. UNIVERSITY shall designate a liaison who shall be responsible for planning, development, coordination, and implementation of each Trainee's clinical rotation in Affiliate's facility.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff and facilities at its premises located at 251 E. Webster Street, Colusa, CA 95932 to meet the educational goals and objectives of UNIVERSITY's program in a manner consistent with the standards and requirements established by UNIVERSITY, BRN, and CCNE. AFFILIATE

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

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may not assign TRAINEES to locations other than those described in Article II.A. without the prior written consent of UNIVERSITY.

B. AFFILIATE shall conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All TRAINEES shall receive instruction in AFFILIATE'S quality assurance/performance improvement and risk management programs. To the extent possible, and in conformance with applicable law, TRAINEES shall participate in appropriate components of AFFILIATE'S quality assurance/performance improvement and risk management programs.

2. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's treatment and care. The medical records system must be adequate to support the education of TRAINEES and quality-assurance/performance improvement activities.

C. Designate, after consultation with UNIVERSITY, a person to collaborate with UNIVERSITY CLINICAL INSTRUCTOR coordinate TRAINEE activities.

D. Protect the health and safety of TRAINEES and UNIVERSITY CLINICAL INSTRUCTORS on rotation at AFFILIATE'S health facility by providing each TRAINEE and UNIVERSITY CLINICAL INSTRUCTOR with the following:

1. Orientation of the type and scope typically provided by AFFILIATE to clinical instructors and trainees, including, but not limited to, information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.

2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants.

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEES or UNIVERSITY CLINICAL INSTRUCTORS in the event of a needlestick injury to or other exposure of TRAINEES or UNIVERSITY CLINICAL INSTRUCTORS to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by the AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties.

4. Information concerning availability of parking, meals, lockers, and appropriate access to necessary facilities.

E. To the extent applicable, maintain licensure as a medical facility and comply with all applicable laws and regulations. AFFILIATE shall notify UNIVERSITY within five (5) days

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of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or requirements.

F. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of UNIVERSITY and/or its nursing programs.

G. With respect to any activities performed by TRAINEES under this Agreement, AFFILIATE agrees to inform UNIVERSITY as follows:

1. Immediately upon initiation of an investigation of a TRAINEE or UNIVERSITY CLINICAL INSTRUCTOR or upon the occurrence of an adverse event involving a TRAINEE or UNIVERSITY CLINICAL INSTRUCTOR.

2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming or involving a TRAINEE or UNIVERSITY CLINICAL INSTRUCTOR.

3. Prior to making a report to the National Data Bank or the Board of Registered Nursing in which a UNIVERSITY CLINICAL INSTRUCTOR or TRAINEE is named.

H. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE or UNIVERSITY CLINICAL INSTRUCTOR member. UNIVERSITY may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY's recommended disciplinary action against TRAINEE(S) or UNIVERSITY CLINICAL INSTRUCTOR. Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with UNIVERSITY, to prohibit further attendance at AFFILIATE of any TRAINEE or UNIVERSITY CLINICAL INSTRUCTOR; provided, however, that AFFILIATE will not take any action against TRAINEES or UNIVERSITY CLINICAL INSTRUCTOR in an arbitrary or capricious manner.

I. AFFILIATE shall work with UNIVERSITY to ensure a positive learning environment and address any negative influences that are detected.

J. AFFILIATE will not make or accept a settlement offer in any lawsuit or legal claim in which a UNIVERSITY CLINICAL INSTRUCTOR or TRAINEE has been named.

III. STATUS OF TRAINEES.

A. During the period in which a TRAINEE is assigned to the AFFILIATE, the TRAINEE shall be under the direction and control of the UNIVERSITY.

B. It is expressly agreed and understood by UNIVERSITY and AFFILIATE that TRAINEES are present at AFFILIATE'S facilities to participate in activities and assignment that are of educational value to TRAINEES, are appropriate to the course and scope of the UNIVERSITY'S program and consistent with applicable BRN and CCNE requirements.

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C. UNIVERSITY and AFFILIATE shall ensure that TRAINEES have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff and UNIVERSITY CLINICAL INSTRUCTOR.

2. Participate in safe, effective and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by UNIVERSITY.

3. Participate fully in the educational and scholarly activities of the UNIVERSITY'S program.

4. Participate, as appropriate, in AFFILIATE programs, medical staff activities, and established practices, procedures and policies of the AFFILIATE.

5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education.

6. Submit to the UNIVERSITY, at least annually, confidential written evaluations of supervisory UNIVERSITY CLINICAL INSTRUCTOR and of their education experiences while at AFFILIATE facilities.

IV. ASSIGNMENT OF TRAINEES.

Commencing on the date of execution of this Agreement and subject to the provision of Article II. hereof, UNIVERSITY shall assign TRAINEES for rotation at AFFILIATE'S facilities as described in Article II.A of this Agreement. UNIVERSITY and AFFILIATE agree that schedules shall reflect UNIVERSITY'S educational mission. AFFILIATE shall not rely on TRAINEES to fulfill its patient care obligations nor decrease its normal complement of staff due to TRAINEE's presence. TRAINEE rotations are intended primarily for educational purposes, and any benefit that accrues to AFFILIATE is incidental.

V. DISCRIMINATION - PROHIBITION.

UNIVERSITY and AFFILIATE agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or UNIVERSITY policy.

VI. TERM.

The term of this Agreement shall become effective upon final execution of this Agreement ("Effective Date") and shall continue in effect for a maximum of three (3) years, unless earlier terminated in accordance with Section VII.

VII. TERMINATION.

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

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A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon sixty (60) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

VIII. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the following insurance.

1. Professional Medical and Hospital Liability Insurance with limits of One Million Dollars ($1,000,000) per occurrence and a general aggregate of Three Million Dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the Effective Date of this Agreement.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of One Million Dollars ($1,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date to or coinciding with the Effective Date of this Agreement.

3. Workers' Compensation Insurance or an equivalent program of Self-Insurance as required under California State Law.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under Article VIII.A. above shall not in any way limit the liability of AFFILIATE. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of the Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of Three Million Dollars ($3,000,000) per occurrence.

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2. General Liability Self-Insurance program with a limit of One Million Dollars ($1,000,000) per occurrence.

3. Workers' Compensation Insurance or an equivalent program of Self-Insurance as required under California State Law.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

IX. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees, agents, and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, agents, or TRAINEES.

X. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and UNIVERSITY agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, substantive adverse events, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. UNIVERSITY shall be responsible for discipline of TRAINEES in accordance with UNIVERSITY'S applicable policies and procedures.

To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XI. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, UNIVERSITY shall be permitted to inspect

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

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and/or duplicate, at UNIVERSITY'S expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action or substantive adverse event; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

XII. ATTORNEYS' FEES.

In the event of any action, suit or proceedings, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of arbitration, as determined by the arbitrator.

XIII. ASSIGNMENT.

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

XIV. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XV. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XVI. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XVII. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and UNIVERSITY agree to amend this

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

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Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVIII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XIX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XX. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY:

UC Davis Health Contracts
Sherman Building, Room 2300
2315 Stockton Boulevard
Sacramento, CA 95817

TO AFFILIATE: Colusa County Department of Health and Human Services

251 E. Webster Street
Colusa, CA 95932

XXI. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

SIGNATURE PAGE TO FOLLOW

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

DocuSign Envelope ID: 807ADCC5-E95B-4667-B90C-244BBC4F3DA5

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF UNIVERSITY OF CALIFORNIA DAVIS HEALTH

By: DocuSigned by: Jita P Buno 7D4B54CEE28B4FE...

Jita P. Buño, M.B.A., FACHE
Executive Director, UC Davis Health

Date: 05-Oct-2022

COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Name: J. Merced Corona

Title: Chairman

Date: 9/27/22

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

Melissa Kitts, Deputy

Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

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Attachment: 006758 C22-197 Colusa County HHS MEPN Agreement FE (1) (10790 : Approve Amendment #1 with the Regents of the University of

EXHIBIT A
UNIVERSITY HEALTH CLEARANCE CRITERIA

Mandatory **MEASLES (RUBEOLA)** Criteria:

Proof of immunity to measles. Acceptable criteria:

- Positive serology for Antibody to Measles is required **(copy of lab slip)**.

OR

- Documentation of **TWO** measles shots in lifetime.

Mandatory **RUBELLA (GERMAN MEASLES)** Criteria:

Proof of immunity to Rubella. Acceptable criteria:

- Positive serology for Antibody to Rubella is required **(copy of lab slip)**.

OR

- Documentation of **TWO** immunizations for Rubella **(MMR, MR, Rubella immunization)**.

Mandatory **COVID 19** Criteria:

- Evidence of vaccination from elsewhere or vaccinated at UNIVERSITY Employee Health Services (EHS).

Mandatory **TUBERCULOSIS (TB)** Criteria:

- Evidence of PPD skin test results within 1 year. **TWO** Step required with second test within 90 days. Or Quantiferon lab result within 90 days.
- If TRAINEE is already PPD Positive:
  Evidence of a chest x-ray within the last 90 days and interview the TRAINEE for TB symptoms (symptom interview).

TB clearance is required annually for all health care providers by either a skin test or a symptom interview.

Mandatory **SEASONAL FLU VACCINE –** is offered yearly.

- *Evidence of vaccination from elsewhere or vaccinated at EHS during flu season (roughly Nov 1st to April 1st).*

Mandatory immunity or declination **VARICELLA (CHICKEN POX)** Criteria:

Proof of immunity to Varicella. Acceptable criteria:

- Varicella (VZ) by serology, not history **(copy of lab slip)**.

OR

- **TWO** Varivax injections – will be given quarantine policy if non-immune.

Mandatory immunity or declination **MUMPS**

Proof of immunity to Mumps. Acceptable criteria:

- Documentation of **TWO** MMR's in a lifetime.

OR

- Positive serology antibody for mumps **(copy of lab slip)**.
- Sign a declination.

Mandatory immunity or declination **Hepatitis B only for TRAINEES at risk of Bloodborne exposure – (exception – volunteers are not eligible, only if in CLA class)**

- EHS requires all **THREE** doses of Hepatitis B Vaccine or **TWO** doses of Heplisav-B.
- EHS requires a Hepatitis B Surface antibody test (CDC states a quantitative number value of '10' represents life-time immunity – lab values that are positive – may or may not reflect this.

Mandatory **TETANUS, DIPHTHERIA AND PERTUSSIS VACCINE (TDAP)** *(once in a life-time booster as an adult for Whooping cough)* if working in patient care environments.

OR

- Antibody test only for TRAINEES at risk of Bloodborne exposure Hepatitis C.
- Tested by serology (This does not preclude TRAINEE'S ability to work if positive – stays confidential).

NOTE: TRAINEES will not be allowed to have any patient contact or work in patient care areas if they are not compliant with the above criteria. Immunization requirements can change at any time, and TRAINEES are expected to adhere to current UNIVERSITY requirements.

COUNTY OF COLUSA, CA **2.8**

Request For County Board of Supervisors Action

MEETING DATE: **October 7, 2025**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Molly West**

SUBJECT: **Approve 1st Modification with M. Susan Haun dba Strategies by Design for evaluation of the Tobacco Education Program, effective July 1, 2025.**

Approve 1st Modification with **M. Susan Haun dba Strategies by Design** for evaluation of the Tobacco Education Program, effective July 1, 2025.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) is required by the California Department of Public Health (CDPH) to conduct an independent evaluation of the Tobacco Education Program. Public Health has contracted with Strategies By Design since FY18/19 and this contract extension represents an extension in the program cycle by the California Tobacco Control Program.

This contract extension with Strategies By Design would add an additional year to a total period of four (4) years and six (6) months (starting January 1, 2022 through June 30, 2026) in an amount not to exceed $107,020.00.

Prior Board Action

C21-218

Fiscal Impact/Funding Source

Not to exceed $107,020.00 for the entire contract term and not to exceed $23,920 for FY 25/26.

No fiscal impact on County General Fund as the cost is covered, budgeted, and approved by the California Department of Public Health (CDPH) Tobacco Control Program (CTCP).

Action for the Clerk

Please number contract, obtain signatures on two originals and forward to:

M. Susan Haun, dba Strategies By Design
5762 Owls Nest Dr.
Santa Rosa, CA 95409

Please share fully executed copy with DHHS when received.

ATTACHMENTS:

- 1st Mod_Strategies by Design (DOCX)
- Attachment A_Scope of Work (DOCX)
- Attachment B_Cost Proposal (DOCX)
- C21-218 Susan Haun dba Strategies By Design (PDF)

First Modification Program Evaluation Services Contract

This first modification to Program Evaluation Services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and M. Susan Haun, dba Strategies by Design (“Contractor”), an individual.

Background

On November 23, 2021, the parties executed Contract C21-218 for the Contractor to provide County with an evaluation of the Tobacco Education Program.

The parties now want to modify the Contract to update Contractor name, extend term, increase compensation and replace Attachments “A” and “B”.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. All references to “Contractor” will be revised to reflect M. Susan Haun, dba Strategies By Design.
2. Section 2, Term is modified by extending the termination date to June 30, 2026.
3. Section 3, Compensation is modified by adding a not to exceed amount for FY 25/26 in the amount of $23,920 with a total contract amount of $107,020.
4. Section 13, Written Notification, If to Contractor is updated with the following mailing address:

   M. Susan Haun, dba Strategies by Design
   5762 Owls Nest Dr.
   Santa Rosa, CA 95409
   Phone: (707) 537-6914

5. Section 21, Attachment “A” and Attachment “B” are deleted and replaced with a NEW Attachment “A” and Attachment “B”.

Signatures on following page.

Attachment: 1st Mod_Strategies by Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodrigues, Clerk

M. SUSAN HAUN DBA, STRATEGIES BY DESIGN

_____Date:_____
Signature

_____
Printed Name and Title

Attachment: 1st Mod_Strategies by Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

ATTACHMENT A

SCOPE OF WORK

Colusa County Tobacco Education Program Evaluation January 2022 – June 2026

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

CONTRACTOR RESPONSIBILITY

Consistent with TEP's objectives for the 2022–2026 Scope of Work and Evaluation Plan, Strategies by Design shall:

- In collaboration with the County's TEP Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys, to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for project staff to populate with data, as necessary.
- Clean data collected by project staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in the County's 2022–2026 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which SBD is responsible into OTIS, attaching the appropriate tracking measures.
- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives, once brief evaluation report for one primary objectives, and one final evaluation report for one primary objective - in accordance with County's 2022–2026 CTPP's Evaluation Plan and in collaboration with the program's Project Director. All evaluation reports will be developed at the conclusion of the County's 2022–2026 CTPP scope of work and shall be prepared consistent with the format described in the California Tobacco Control Program's *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports.*
- Monitor the implementation of the evaluation plan, coordinate with the Project Director on the implementation timeline, and meet with the Project Director/staff monthly or as needed to facilitate communication, coordination, and tracking.
- Collaborate with County staff for development of the County's 2027–2030

Attachment: Attachment A_Scope of Work (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

Comprehensive Tobacco Education Program's Evaluation Plan (released in 2026) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from program staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into the Online Tobacco Information System (OTIS).

- Participate in California Tobacco Prevention Program plan modification meetings with County staff and CTPP representatives to assist with negotiating the 2027–2030 Comprehensive Tobacco Prevention Plan and make changes to the evaluation plan, as needed.

Attachment: Attachment A_Scope of Work (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

Attachment: Attachment A_Scope of Work (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

ATTACHMENT B
COST PROPOSAL

Colusa County Tobacco Education Program Evaluation January 2022 – June 2026

The following table includes each of the three objectives, as well as other evaluation scope of work-related elements. Note that External Evaluators for tobacco prevention programs are required to provide at least 208 hours of evaluation consulting services annually.

Evaluation Services	1/22 – 6/22	7/22 – 6/23	7/23 – 6/24	7/24 – 6/25	7/25 – 6/26
Obj. 1 End Commercial Tobacco Campaign – Smoke-Free MUH & Flavors · 16–24 instruments, including 9 ECT Campaign instruments · 14–20 activity reports · 1 BER	60.5	55	77.75	125.25	75
Obj. 2 Youth Engagement · 6–15 instruments · 10–17 activity reports	16	45.5	30	48	35
Obj. 3 Community Engagement · 6–14 instruments · 10–15 activity reports	15	45.25	28	54	35
Policy Cessation Support (technical assistance)	.25	-	-	.25	-
Media Activity Record Support (instrument, technical assistance)	2.25	.25	.25	.5	1
Project Planning, Monitoring & Data Discussion, including prep and follow-up (monthly or as needed)	24	48	48	48	48
Evaluation Activity Reporting (semi-annually)	4	8	8	8	8
Changes to 22–25 Evaluation Plan (if needed)	-	-	10	-	-
27–30 Evaluation Plan Development (including CTPP modifications and revisions)	-	-	-	-	-
Required Statewide Meetings · 4 CTPP Required Meetings or Trainings per year (total time shared by multiple projects)	3	6	6	6	6
Total Hours	125.0	208.0	208.0	290.0	208.0
Total Fees ($100/hr-FY22-25, $115/Hr-FY25-26)/Expenses Not-to-Exceed*	$12,500	$20,800	$20,800	$29,000	$23,920
			Grand Total	$107,020	

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.

Attachment: Attachment B_Cost Proposal (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

C21-218

Program Evaluation Services Contract

This Program Evaluation Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Susan Haun, an individual doing business as Strategies By Design ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to conduct evaluation of the Tobacco Education Program on behalf of County in accordance with objectives as set forth in the Colusa County Tobacco Allocation Plan and Attachment "A".

2. **Term:** This Contract shall begin on January 1, 2022 and shall continue through June 30, 2025.

3. **Compensation:** County will pay Contractor compensation in the amount of $100.00 per hour not to exceed $83,100 for the term of the contract; (Fiscal Years 21/22: $12,500, 22/23: $20,800, 23/24: $20,800, and 24/25: $29,000) as more specifically detailed in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall provide the County with an invoice for services provided by the 15th of the following month. Upon receipt of an invoice for services as provided for in paragraph 1, County shall process payment to Contractor as provided by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

   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

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

cC21-218

Contractor from any responsibility to perform work to professional standards.

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

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

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

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

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

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

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

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

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

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

C. **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.

D. **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.

E. **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

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

by this Contract.

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

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

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

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

If to County:
Colusa County Department of Health & Human Services
Tobacco Education Program
251 E. Webster St.
Colusa, CA 95932
Phone: (530) 458-0381

If to Contractor:
Susan Haun
Dba Strategies By Design
305 Sejong Lane
Santa Rosa, CA 95403
Phone: (707) 571-8729

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

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

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

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

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

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

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

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

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

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

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

    A. Attachment "A" – Scope of Work
    B. Attachment "B" – Cost Proposal

COUNTY OF COLUSA

Gary J. Evans, Chair
Board of Supervisors

STRATEGIES BY DESIGN

Susan Haun

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By _____
Melissa Kitts, Deputy

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

C21-218

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

ATTACHMENT A

SCOPE OF WORK

Colusa County Tobacco Education Program Evaluation January 2022 – June 2025

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

CONTRACTOR RESPONSIBILITY

Consistent with TEP's objectives for the 2022–2025 Scope of Work and Evaluation Plan, SBD shall:

- In collaboration with the County's TEP Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys, to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for project staff to populate with data, as necessary.
- Clean data collected by project staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in the County's 2022–2025 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.1
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which SBD is responsible into OTIS, attaching the appropriate tracking measures.
- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives and one final evaluation report for one primary objective - in accordance with County's 2022–2025 CTCP's Evaluation Plan and in collaboration with the program's Project Director. All evaluation reports will be developed at the conclusion of the County's 2022–2025 CTCP scope of work and shall be prepared consistent with the format described in the California Tobacco Control Program's *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports.*
- Monitor the implementation of the evaluation plan, coordinate with the Project Director on the implementation timeline, and meet with the Project Director/staff monthly or as needed to facilitate communication, coordination, and tracking.
- Collaborate with County staff for development of the County's 2025–2029 Comprehensive Tobacco Education Program's Evaluation Plan (released in 2024) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from program staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into the Online Tobacco Information System (OTIS).

1 Note that advanced data analysis and data translation is not required of External Evaluation Consultants but can be provided by the Internal Evaluator, the Evaluation Project Manager, or the County's Epidemiologist, as applicable.

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

- Participate in California Tobacco Control Program plan modification meetings with County staff and CTCP representatives to assist with negotiating the 2025–2029 Comprehensive Tobacco Control Plan and make changes to the evaluation plan, as needed.
- Perform the following for each of the evaluation activities, organized by objective and evaluation activity number, in TEP's 2022–2025 scope of work.

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

C21-218

ATTACHMENT B

COST PROPOSAL

Colusa County Tobacco Education Program Evaluation January 2022 – June 2025

The following table includes each of the three objectives, as well as other evaluation scope of work-related elements. Note that External Evaluators for tobacco control programs are required to provide at least 208 hours of evaluation consulting services annually.

Evaluation Services	1/22 – 6/22	7/22 – 6/23	7/23 – 6/24	7/24 – 6/25
Obj. 1 End Commercial Tobacco Campaign – Smoke-Free MUH & Flavors · 16–20 instruments, including 4 ECT Campaign instruments · 12–14 activity reports · 1 FER	60.5	55	77.75	105.25
Obj. 2 Youth Engagement · 6–8 instruments · 10–12 activity reports · 1 BER	16	45.5	30	38
Obj. 3 Community Engagement · 6–8 instruments · 10–12 activity reports · 1 BER	15	45.25	28	44
Policy Cessation Support (technical assistance)	.25	-	-	.25
Media Activity Record Support (instrument, technical assistance)	2.25	.25	.25	.5
Project Planning, Monitoring & Data Discussion, including prep and follow-up (monthly or as needed)	24	48	48	48
Evaluation Activity Reporting (semi-annually)	4	8	8	8
Changes to 22–25 Evaluation Plan (if needed)	-	-	10	-
25–29 Evaluation Plan Development (including CTCP modifications and revisions)	-	-	-	40
Required Statewide Meetings · 4 CTCP Required Meetings or Trainings per year (total time shared by multiple projects)	3	6	6	6
Total Hours	125.0	208.0	208.0	290.0
Total Fees at $100 per hour/Expenses Not-to-Exceed*	$12,500	$20,800	$20,800	$29,000
			Grand Total	$83,100

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.

Attachment: C21-218 Susan Haun dba Strategies By Design (10791 : Approve 1st Mod with M. Susan Haun dba Strategies by Design)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: First modification of Services Agreement with Brandley Engineering, Inc.

Approve first modification of an agreement with **Brandley Engineering, Inc.** for Airport Engineering/Architectural and Planning/Environmental Services, effective September 23, 2025.

Detailed Description/Background of request

Following the Colusa County Board of Supervisors' approval of Item C25-145 on August 27, 2025, the Airport Director was advised of the Federal Aviation Administration (FAA)mandated language that must be incorporated into all agreements involving FAA funding.

Brandley Engineering, Inc. provides Airport Engineering/Architectural and Planning/Environmental services. The work performed under this agreement supports airport projects funded through the FAA's Airport Improvement Program (AIP), the California Department of Transportation Division of Aeronautics, and the Colusa County Airport Enterprise Fund.

This first contract modification adds the required FAA language as Attachment "C" - Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects.

All other terms and conditions of the agreement remain unchanged.

Prior Board Action

C25-145

Fiscal Impact/Funding Source

No additional fiscal impact.

Action for the Clerk

ATTACHMENTS:

- 1st Mod_Brandley Engineering, Inc. (DOCX)

- Attachment C_combined-federal-contract-provisions-2023-05-24 - Consultant (DOCX)
- C25-145 Brandley Engineering, Inc (PDF)

First Modification Professional Services Contract

This First Modification of the Professional Services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and Brandley Engineering, Inc. ("Contractor") a California Corporation.

Background

On August 27, 2025, the parties executed Contract C25-145 for the Contractor to provide County with Airport Engineering/Architectural and Planning/Environmental Services associated with Airport Development Projects.

The parties now want to modify the Contract to add Attachment “C.”

Modification

The parties agree to modify the Contract effective September 1, 2025, as follows:

1. Section 21, Attachments is modified by adding Attachment “C”- Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects.

COUNTY OF COLUSA

_____Date:_____
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

BRANDLEY ENGINEERING, INC.

_____Date:_____
Signature

_____
Printed Name and Title

Attachment: 1st Mod_Brandley Engineering, Inc. [Revision 1] (10813 : Approve 1st Mod with Brandley Engineering)

ATTACHMENT C - CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

C1. ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are

C2. BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3. CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C4. CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C5. CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

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CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

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C7. DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C8. DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

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Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from County of Colusa. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Colusa. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of County of Colusa. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent County of Colusa. Unless County of Colusa consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County of Colusa may provide such written consent only if County of Colusa agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to County of Colusa its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County of Colusa, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise County of Colusa and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County of Colusa should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County of Colusa may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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C9. DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

C11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

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demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

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the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C15. TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA

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Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C16. TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;

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2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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C17. TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the

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list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C18. VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C19. DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Brandley Engineering, Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Airport Engineering/Architectural and Planning/Environmental Services associated with Airport Development Projects for the Colusa County Airport, as more specifically detailed in Attachment "A." All documents submitted in response to the Request for Qualifications are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin on September 1, 2025 and shall continue until all requested services are completed, but no later than August 31, 2030.

3. **Compensation:** Work will be performed at Contractor Standard Rates as provided for in Attachment "B" not to exceed $100,000 per fiscal year. These standard rates will be subject to renegotiation on an annual basis. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. County will execute individual Task Order agreements with Contractor to provide Airport Consulting Services for any project related to Colusa County Airport.

   B. Each fiscal year, a task order will be issued to cover general engineering services by the Consultant to the County, including conferences, preparation of project applications, Airport Capital Improvement Program, Environmental Studies and other required services.

   C. Individual task orders will be negotiated to cover special technical studies, design and construction management of airport development projects.

   D. For each task order, the County will provide a brief scope of work to the Consultant. Based upon the County's requirements Consultant shall provide detailed scope of work to be performed and cost of services for each task order for County's review and written approval.

   E. Only County approved task orders are subject to payment by the County.

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

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represents actual expenses for the services performed under this Contract.

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

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

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

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

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

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

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

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

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

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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 arising out of, pertaining to, or relating to the willful misconduct, negligent acts, omissions, or violations of law by the party. Per Civil Code Section 2782.8, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with the other parties regarding unpaid defense costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to County:	Director of Airport Operations 1215 Market St. Colusa, Ca, 95932
If to Contractor:	Brandley Engineering, Inc. 6125 King Road, Suite 201 Loomis, Ca, 95650

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

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

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

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

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

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

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

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

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

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

    A. Attachment "A" – Scope of Work
    B. Attachment "B" – Standard Schedule of Hourly Rates

COUNTY OF COLUSA

Daurice K. Smith Date: 8/27/25

Daurice K. Smith, Chair

BRANDLEY ENGINEERING, INC.

Melissa S. Brandley Date: 9-3-25

Signature

Melissa Brandley CFO, Secretary

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R

Patricia Rodriguez, Deputy

Attachment: C25-145 Brandley Engineering, Inc (10813 : Approve 1st Mod with Brandley Engineering)

C25-145

Attachment A
Scope of Work

Contractor will provide on-call services in the following two categories:

1. Engineering/Architectural Services

- Runway, taxiway, apron and pavement design and rehabilitation
- Airfield lighting, signage, and electrical systems
- Terminal building and hangar design
- Utility infrastructure and site improvements
- Construction administration, inspection, and bid support

2. Planning/Environmental Services

- Airport Master Plan updates
- Airport Layout Plan (ALP) and eALP development
- Environmental documentation (CEQA, NEPA)
- Wildlife Hazard Assessments and Management Plans
- Land use compatibility studies and community outreach

Services will support airport projects funded through the FAA's Airport Improvement Program (AIP), California Department of Transportation Division of Aeronautics, and the Colusa County Airport Enterprise Fund. The 2025 thru 2035 AIP is on the following page.

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Attachment B
Standard Schedule of Hourly Rates

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour*
Senior Inspector	$180.00/Hour*
Apprentice	$95.00/Hour*

Travel and Equipment Rental

Per Diem	$230.00/Day**
Vehicle Rental	$50.00/Day + $0.70/Mile***

Outside Consultants

Services by Outside Consultant	Cost + 10%

* Resident Engineer, Senior Inspector, and Apprentice rates subject to change based on future increases to published DIR Prevailing Wage Rate
** Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates plus taxes
*** Subject to change based on IRS standard rate for mileage

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License# 6003745

CONTACT NAME: Chris Romano
PHONE (A/C, No, Ext): 714-427-3489 FAX (A/C, No):
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Travelers Property Casualty Company of America	25674
INSURER B	Travelers Casualty and Surety Co of America	31194
INSURER C	Hartford Accident and Indemnity Company	22357
INSURER D		
INSURER E		
INSURER F		

INSURED
Brandley Engineering, Inc.
6125 King Road, Suite 201
Loomis CA 95650

REINWBR-01

COVERAGES **CERTIFICATE NUMBER:** 1335282977 **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	Y	Y	6806P979947	3/13/2025	3/13/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
C	AUTOMOBILE LIABILITY	Y	Y	57UEGBF2403	3/13/2025	3/13/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP6P985930	3/13/2025	3/13/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	UBB023761A	3/13/2025	3/13/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E L EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			105415961	3/13/2025	3/13/2026	Per Claim / Aggregate Limit	$2,000,000 / $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policies are included in the underlying schedule of insurance for umbrella/excess liability General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.
RE Contract #C20-049. Project. Colusa County Airport County of Colusa is named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER

County of Colusa
Atten: Melissa Kitts
547 Market Street, Suite 102
Colusa CA 95932

CANCELLATION 30 Day Notice of 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
M Chris Romano

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57UEGBF2403

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

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

1 BROAD FORM INSURED

Paragraph 1 - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following

d Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include

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

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

(a) That is a partnership or joint venture,

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

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

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

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization

e. Employees as Insureds

(1) Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs

f Lessors as Insureds

(1) The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire

g Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a or b of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto "

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of

(a) The limits of insurance specified in the written contract or written agreement, or

(b) The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2 - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured

2 Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A 1 g - Additional Insured If Required by Contract, the following provisions apply

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5 d

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B General Conditions, Other Insurance 5 d

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire

The SECTION IV- Business Auto Conditions, B General Conditions, 5 OTHER INSURANCE Condition is amended by adding the following

e If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance

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4 AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees"

Coverage is excess over any other collectible insurance

5 HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit

The most we will pay for "loss" to any hired "auto" is

(1) $100,000,

(2) The actual cash value of the damaged or stolen property at the time of the "loss", or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage No deductible applies to "loss" caused by fire or lightning Hired Auto Physical Damage coverage is excess over any other collectible insurance Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident"

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households

6 PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A 4 a of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000

7 LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges, lease termination fees, security deposits not returned by the lessor, costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease, and carry-over balances from previous loans or leases

8 AIRBAG COVERAGE

Under Paragraph B EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag

9 ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a The exceptions to Paragraphs B 4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is

(1) Permanently installed in or upon the covered "auto",

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto",

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above, or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system

b Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C 2 is amended to add the following

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is

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(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment,

(2) Removable from a permanently installed housing unit as described in Paragraph 2 a above or is an integral part of that equipment, or

(3) An integral part of such equipment

c For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less

10 EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

No deductible applies to glass damage if the glass is repaired rather than replaced

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added

If another Hartford Financial Services Group, Inc company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived,

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible

13 AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2 a - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to

(1) You, if you are an individual,

(2) A partner, if you are a partnership,

(3) A member, if you are a limited liability company, or

(4) An executive officer or insurance manager, if you are a corporation

14 UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B GENERAL CONDITIONS, 7 - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to

16. WAIVER OF SUBROGATION

Paragraph 5 TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A Loss Conditions is amended by adding the following

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form

17 RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS, C is replaced by the following

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these

18 EXTENDED CANCELLATION CONDITION

Paragraph 2 of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation

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19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows

a If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000

For the purposes of the coverage provision,

a A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas

b A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto

20 VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000 For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

d **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that

(1) The "bodily injury" or "property damage" for which coverage is sought occurs, and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed,

subsequent to the signing of that contract or agreement by you

5 **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates

b. Premium shown in this Coverage Part as advance premium is a deposit premium only At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured The due date for audit and retrospective premiums is the date shown as the due date on the bill If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured

c The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request

6. **Representations**

By accepting this policy, you agree

a. The statements in the Declarations are accurate and complete,

b Those statements are based upon representations you made to us, and

c. We have issued this policy in reliance upon your representations

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

a. As if each Named Insured were the only Named Insured, and

b Separately to each insured against whom claim is made or "suit" is brought

8 **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us The insured must do nothing after loss to impair them At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them

9 **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date

If notice is mailed, proof of mailing will be sufficient proof of notice

SECTION V – DEFINITIONS

1 "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication, and

b Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist, or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business

3 The following replaces the last sentence of Paragraph **5** of **SECTION III – LIMITS OF INSURANCE**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence"

4 The following exclusion is added to Paragraph **2** , **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured

5 The following is added to the **DEFINITIONS** Section

"Incidental medical services" means

a Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages, or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2 a (1)** of Section **II** – Who Is An Insured

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7** of **SECTION III – LIMITS OF INSURANCE**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of

a $10,000, or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit

L AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8** , **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of

a. "Bodily injury" or "property damage" that occurs, or

b. "Personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

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 agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(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", "personal injury" or "advertising injury" caused, in whole or in part, by

1 Your acts or omissions, or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after

1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or

2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER UBB023761A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy We will not enforce our right against the person or organization named in the Schedule

The additional premium for this endorsement shall be % of the California workers' compensation premium

Schedule

Person or Organization	Job Description
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

M. Chris Romano

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 3/10/2025

Attachment: C25-145 Brandley Engineering, Inc (10813 : Approve 1st Mod with Brandley Engineering)

COUNTY OF COLUSA, CA

2.10

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st Modification with Colusa County Community Advocates for Children and Families for child abuse prevention programming, effective July 1, 2025.

Approve 1st Modification with **Colusa County Community Advocates for Children and Families** for child abuse prevention programming, effective July 1, 2025.

Detailed Description/Background of request
Department of Health and Human Services (DHHS) requests approval of this first modification to extend the term of the Memorandum of Understanding (MOU) through June 30, 2028.

The MOU with Colusa County Community Advocates for Children and Families (CAPC) is for the provision of support and development of the Comprehensive Prevention Plan through the addition and expansion of available evidence based practices. Colusa County CAPC is currently the primary provider of prevention-based services in Colusa County. They currently offer infant-play groups, Nurturing Parent Parenting programming, Seeking Safety and Parent Project courses.

There is no fiscal impact to County General Fund. The funding is provided through the California Assembly Bill 153 (AB153) Family First Prevention Services (FFPS), which has been extended through June 30, 2028.

Prior Board Action
C24-118

Fiscal Impact/Funding Source
The MOU has a not to exceed amount of $100,000 per fiscal year. There is no fiscal impact to County General Fund. The funding is provided through the California Assembly Bill 153 (AB153) Family First Prevention Services (FFPS), which has been extended through June 30, 2028.

Action for the Clerk
Please number agreement, obtain signatures and forward to:

Colusa County CAPC

Attn: Carissa Bowers
131 5th Street
Colusa, Ca, 95932

Once executed, please return a copy to Kirill Obraztsov in DHHS.

ATTACHMENTS:

- 1st Mod to C24-118_V1 (DOC)
- C24-118 MOU Colusa County Community Advocates for Parents and Children (PDF)

First Modification of Child Abuse Prevention Programming MOU

This First Modification of Child Abuse Prevention Programming Memorandum of Understating ("MOU") is between the County of Colusa ("County"), a political subdivision of the State of California, and the Colusa County Community Advocates for Children and Families, hereinafter referred to as "CAPC".

Background

On August 6, 2024, the parties executed contract C24-118 for the purpose of providing child abuse prevention programming.

The parties now want to modify the contract to extend the term of the contract through June 30, 2028.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follow:

1. Section II, Program Provisions, is modified to extend the term of the contract through June 30, 2028.

COUNTY OF COLUSA

_____Date:_____
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

COLUSA COUNTY COMMUNITY ADVOCATES FOR CHILDREN AND FAMILIES

_____Date:_____
Carissa Bowers, Program Manager

Attachment: 1st Mod to C24-118_V1 (10814 : First midifcation of Agreement with Community Advocates for Children and Families)

MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND COLUSA COUNTY COMMUNITY ADVOCATES FOR CHILDREN AND FAMILIES FOR CHILD ABUSE PREVENTION PROGRAMMING

I. INTRODUCTION

This Memorandum of Understanding is entered into by and between the Department of Health and Human Services, hereinafter referred to as "DHHS", and the Colusa County Community Advocates for Children and Families, hereinafter referred to as "CAPC" for the purpose of providing child abuse prevention programming.

Colusa County is committing the State FFPS Program Block Grant and the Family First Transition Act allocations to support the development of the Comprehensive Prevention Plan (CPP) through the addition and expansion of available evidence based practices. This will be accomplished by providing funds to our current prevention providers. Colusa County's CPP was approved by The California Department of Social Services, Office of Child Abuse Prevention.

Colusa County CAPC is currently the primary provider of prevention-based services in Colusa County. They currently offer infant-play groups, Nurturing Parent Parenting programming, Seeking Safety and Parent Project courses. Use of the CPP funding will help support and enhance programs available.

II. PROGRAM PROVISIONS

This Memorandum of Understanding covers the period from July 1, 2024, through June 30, 2025. DHHS agrees to:

1. Complete and submit the required reporting forms to the State.
2. Provide referrals to CAPC for program participation.
3. Provide timely reimbursement of invoices submitted by CAPC.
4. DHHS shall monitor and evaluate the performance of the CAPC throughout the term of the agreement.

A. CAPC agrees to:

1. Provide up to $100,000 of programming, based on actual costs, for the provision of an EBP Prevention Education Program(s).
2. Maintain staff payroll, personnel records, fiscal records and other similar records and retain those records for a period not less than five (5) years after the closure of a state audit.
3. Provide all information necessary for reports required by County, state or federal government. CAPC will fully cooperate with County in providing any information needed by any government entity concerning this agreement.
4. Provide a monthly invoice for services provided, including salary and benefit costs for staff providing programming, direct programming supports and indirect costs.
5. Ensure the confidentiality of all DHHS records and all personal identifying information to which they have access as required by Section 10850 of the Welfare and Institutions (W&I)

Attachment: C24-118 MOU Colusa County Community Advocates for Parents and Children (10814 : First midifcation of Agreement with

Code, Division 19 of the CDSS Manual of Operations, and the Agreement between the Social Security Administration and the Department of Health Care Services, known as the 1137 Agreement.

III. MUTUAL RESPONSIBILITIES

Both the CAPC and DHHS agree to:

A. Cooperate in establishing and maintaining a vigorous, viable program of child abuse prevention programming in the County.
B. Be subject to audit and review for compliance by any agency of the County, State or Federal government involved in the administration of welfare program.

IV. GENERAL PROVISIONS

A. CAPC 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 CAPC nor to allow County to exercise discretion or control over the manner in which CAPC performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by CAPC shall be provided in a manner consistent with reaching County's objectives in entering this Contract.
B. 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.
C. Either party may terminate this Memorandum of Understanding upon thirty (30) days written notification.
D. Any amendments to this Memorandum of Understanding must be in writing and by mutual consent of both parties.
E. No person shall by subjected to discrimination on the grounds of race, color, national origin, age, political affiliations, religion, marital status, sex, or disability in the investigations covered by this Agreement. To this extent, the CAPCA agrees to comply with the provisions of Division 21 of the Manual of Policies and Procedures of the California Department of Social Services, which implement the provisions of the applicable state and federal civil rights laws.

V. FINANCIAL PROVISIONS

A. For provision of child abuse prevention programming, DHHS shall reimburse DHHS for the costs of salaries and benefits of the staff and the appropriate indirect costs relating to these activities. Total reimbursement shall not exceed $100,000 per fiscal year for child abuse prevention programming.
B. The CAPC shall calculate indirect costs at 25% of the salaries and benefits costs to administer the programming.

Attachment: C24-118 MOU Colusa County Community Advocates for Parents and Children (10814 : First midifcation of Agreement with

C24-118

The following parties hereby enter this Memorandum of Understanding into this 6th day of August 2024, by the following parties:

County of Colusa
Board of Supervisors

8/6/24
Gary J. Evans, Board Chair

Colusa County Department of Health and Human Services

8/6/24
Elizabeth Kelly, Director

Colusa County Community Advocates for Parents and Children

8/20/24
Carissa Bowers, Executive Director

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By
Patricia Rodriguez, Deputy Clerk

Attachment: C24-118 MOU Colusa County Community Advocates for Parents and Children (10814 : First midifcation of Agreement with

COUNTY OF COLUSA, CA 2.11

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st Modification with Colusa County Advocates for Parents and Children for Evidence Based Practice Prevention Services, effective July 1, 2025.

Approve 1st Modification with **Colusa County Advocates for Parents and Children** for Evidence Based Practice Prevention Services, effective July 1, 2025.

Detailed Description/Background of request

County Department of Health and Human Services (DHHS) is seeking to extend the term of the agreement, C24-157, with Colusa County Advocates for Parents and Children (CAPC) to provide Evidence Based Practice (EBP) Prevention Services.

The focus of the contract is primary, secondary and tertiary prevention services that support and complement the efforts of the Colusa County DHHS promoting the safety and well-being of children, youth, and families and preventing child abuse and neglect in the community.

DHHS is requesting to extend the contract through June 30, 2028.

Prior Board Action

C24-157

Fiscal Impact/Funding Source

The contract has a not to exceed amount of $85,062. There is no fiscal impact to County General Fund. The funding is provided through the California Assembly Bill 153 (AB153) Family First Prevention Services (FFPS), which has been extended through June 30, 2028.

Action for the Clerk

Please number agreement, obtain signatures and forward to:

Colusa County CAPC
Attn: Carissa Bowers
131 5th Street
Colusa, Ca, 95932

Once executed, please return a copy to Kirill Obraztsov in DHHS.

ATTACHMENTS:

- 1st Mod to C24-157 (DOC)
- C24-157 CAPC (PDF)

Attachment: 1st Mod to C24-157 [Revision 1] (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

First Modification of Evidence Based Practices Contract

This First Modification of Evidence Based Practices contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and the Colusa County Advocates for Parents and Children ("Contractor"), a California Nonprofit Organization.

Background

On August 20, 2024, the parties executed contract C24-157 for services for children and families to access prevention education and direct services through evidence-based practices (EBPs).

The parties now want to modify the contract to extend the term of the contract through June 30, 2028.

Modification

The parties agree to modify the Contract effective July 1, 2025 as follows:

1. Section 2, Term, is modified to extend the term of the contract through June 30, 2028.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

COLUSA COUNTY COMMUNITY ADVOCATES FOR CHILDREN AND FAMILIES

_____Date:_____
Carissa Bowers, Program Manager

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

C24-157

EVIDENCE BASED PRACTICES PROFESSIONAL SERVICES AGREEMENT

This Evidence Based Practices Professional Services Agreement ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Community Advocates for Parents & Children ("Contractor"), a California Nonprofit Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with services for children and families to access prevention education and direct services through Evidence Based Practices (EBP), as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on September 1, 2024, and shall continue until all requested services are completed, but no later than June 30, 2025.

3. **Compensation:** County will pay Contractor compensation in the amount of $85,062, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

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

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

   C. Contractor shall provide properly skilled professional and technical personnel to

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

perform all services under this Contract.

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

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

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

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

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

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

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

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

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

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

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

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

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

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

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

3) Providing the policy of insurance shall act for each insured and additional

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

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

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

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

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

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

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

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

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

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

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

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

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

If to County:	DHHS Attn: Director 251 E Webster St. Colusa, Ca, 95932
If to Contractor:	Colusa County CAPC 131 5th St. Colusa, Ca, 95932

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

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

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

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

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

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

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

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

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

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

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

A. Attachment "A" Scope of Work
B. Attachment "B" Budget Detail

COUNTY OF COLUSA

Gary J Evans Date: 8/20/24
Gary Evans, Board Chair

COLUSA COUNTY COMMUNITY ADVOCATES FOR PARENTS & CHILDREN

Date: 9/15/2024
Signature

Carissa Bowers, Program Manager
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By
Tiffany Jorgensen, Deputy

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

C24-157

ATTACHMENT "A"
Scope of Work

To provide opportunities for children and families to access prevention education and direct services through Evidence Based Practices (EBP) to enhance child and family well-being and aid in the development of natural community supports reducing entry into the child welfare and probation systems.

The priority is primary, secondary and tertiary prevention services that support and complement the efforts of the Colusa County Department of Health and Human Services (DHHS) promoting the safety and well-being of children, youth, and families and preventing child abuse and neglect in the community. Primary Prevention Programs are aimed at the community at large, preventing abuse and maltreatment before it has occurred. Secondary Prevention focuses on specific groups that may be at risk of child abuse or maltreatment and assesses those risks to prevent maltreatment from occurring. Tertiary Prevention focuses on preventing child abuse and maltreatment in families where it has already occurred.

Services provided include the following:

Parenting Education Programs utilizing the evidence-based Nurturing Parenting Program curriculums that meet the individual needs of each client. Parents begin a Parenting Education Program by completing a Participant Consent Form that collects demographic information, consent for program-specific information, and a confidentiality agreement. Parents then complete an AAPI 2.5 (Adult-Adolescent Parenting Index) which is a series of questions that categorize parent's responses across 5 parenting constructs. The responses provided by parents are then put into a database through Assessing Parenting, which shows the facilitator each parent's strengths and areas for improvement across the 5 parenting constructs. Curriculum is then pulled together from each of those 5 constructs to tailor a program that fits specifically to each parent's needs.

The next step of the Parenting Education Program is to build each family's Family Nurturing Plan. This plan outlines each segment of the curriculum and tracks parent's understanding and progress in that area. Parents can select the intensity of the Parenting Education Program track, or a referring agency/case worker can determine the intensity of the program. Parenting Education Programs range in duration from 6 sessions to 52 sessions, generally one to two sessions take place per week. Parenting Education Programs are currently available in person and online through Google Classroom, which is an interactive classroom experience where the facilitator of the program engages weekly with the parents to ensure appropriate understanding and comprehension takes place.

Each participant completes a Pre and Post Protective Factors Survey at the onset of the program and the completion of the program. This is an excellent tool that assists in tracking data and is designed for use with parents and caregivers participating in family support and child maltreatment prevention services. The Protective Factors Survey measures changes in family protective factors and helps staff identify any areas where families could be further supported. This survey has undergone four national field tests for establishing reliability and

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

validity. It is also included in the California Clearing House for Evidence-Based Practices as an evidence-based tool in their listings.

In addition to utilizing the Nurturing Parenting Program curriculums, the Parent Project curriculum will be available for families struggling parenting teens and adolescents with problematic behaviors. This program is currently the largest court-mandated juvenile diversion program in the country. Colusa County CAPC currently has one facilitator trained and implementing one of the Parent Project curriculums - Changing Destructive Adolescent Behavior. Colusa County CAPC intends to train an additional staff person and purchase the other curriculum, Loving Solutions which is a 10-week program written for parents raising difficult or strong-willed children aged 5 -10 years of age.

Additionally, Colusa County CAPC will have staff trained to implement an additional curriculum through the Parent Project, Preparing Our Kids for Success, which is a 2.5-hour truancy intervention parenting class that is trauma-informed and is geared toward aiding in the efforts of local S.A.R.B (Student Attendance Review Boards).

In addition to Parenting Education Programs, Colusa County CAPC will continue implementing Parent Playgroups that foster building social connections for parents, early learning and school-readiness, opportunities for socialization and learning amongst peers of a similar age. Parent Playgroups also implement the Ages & Stages Questionnaire (ASQ) with all families enrolled in the program. The ASQ is a reliable and valid developmental screening tool that utilizes a parent-centric approach pinpointing development of children aged l month-5 1/2 years of age. Evidence has show importance of early intervention for children with developmental delays and this process allows for early intervention referrals and services to be put in place where needed.

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

Attachment B

COLUSA COUNTY - DEPT. OF HEALTH AND HUMAN SERVICES

RFP Evidence Based Practice Prevention Services to DHHS

BUDGET DETAIL TEMPLATE

AGREEMENT #: Colusa County (CAPC) Community Advocates for Parents & Children

FISCAL YEAR: Sept. 2024 - July 2025

CATEGORY & LINE ITEM DESCRIPTIONS	FULL BASE SALARY	FULL FRINGE BENEFITS	SALARY & BENEFITS COMBINED	% OF TIME ON PROJECT	ANNUAL PROJECT SALARY
Personnel (Salaries & Benefits)					
CAPC Program Manager	$ 69,505	$ 6,500	$ 76,005	30%	$ 22,802
CAPC Program Coordinator	$ 38,400	$ 6,500	$ 44,900	40%	$ 17,960
			$ -		$ -
P/T Program Assistant (Bi-Lingual)	$ 18,000	$ -	$ 18,000	100%	$ 18,000
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
Subtotal Personnel (Salaries & Benefits)					**$ 58,762**
Program Expenses					
Materials & Supplies					$ 7,500
Non Capitalized Equipment					$ 1,500
Dues & Memberships					$ 600
Training					$ 5,000
Advertisement/Newspaper					$ 1,400
Subtotal Program Expenses					**$ 16,000**
Subcontractors					
Subtotal Subcontractors (excluded from indirect rate)					**$ -**
Operating Expenses					
Printing/Copy Machine Maintenance					$ 1,300
Travel & Conference					$ 7,500
Other Costs					$ 1,500
Subtotal Operating Expenses					**$ 10,300**
Subtotal Direct Cost					$ 85,062.00
Indirect Expenses					**$ 85,062.00**
GRAND TOTALS					**$ 85,062.00**

Attachment: C24-157 CAPC (10815 : First Modification of Agreement with Colusa County Advocates for Parents and Children)

COUNTY OF COLUSA, CA

2.12

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Third modification of contract with with Michael W. Fraiser, dba Frasier Group Investigations.

Approve third modification with **Michael W. Fraiser, dba Frasier Group Investigations** for as-needed background investigations effective September 1, 2025.

Detailed Description/Background of request

The Human Resources Department requests approval of this third modification with Michael W. Fraiser dba Frasier Group Investigations. The County has contracted with Frasier Group Investigations since 2021 for as-needed services to perform background investigations for the Probation Department and Sheriff's Office for the following positions: Probation Officer, Probation Assistant, Peace Officer, Correctional Officer, Dispatcher and non-sworn applicants. A thorough background check is necessary to ensure that a person does not have any personal or professional issues that would preclude them from serving at these capacities for the County.

The contract expired on August 31, 2025 and staff is requesting this third modification to extend the term through August 31, 2028. Additionally, Attachment "B" - Price sheet is deleted and replaced with a NEW Attachment "B" with the only change being that of Level IV investigations, with a price increase from $1,195 to $1,295. The contract has a not to exceed amount of $10,000 for the term of the contract.

Prior Board Action

All prior agreements were executed by the Purchasing Agent pursuant to the County Purchasing Policy.

Fiscal Impact/Funding Source

Purchasing Policy Human Resources bills departments dependent on their use of the contract. The contract is for a not to exceed amount of $10,000 for the term of the contract.

Action for the Clerk

Please number contract, obtain signatures and forward to Yareli Mora in Human Resources to obtain vendor signature.

ATTACHMENTS:

- 3rd Modification Fraiser Group Investigations (DOCX)
- Attachment B_FGI Rates (PDF)
- PC19-020 Michael W. Frasier dba Frasier Group Investigations (PDF)

Third Modification of PC19-020 for Background Investigations

This Third Modification of the Background Investigations Contract (PC19-020) is between Colusa County (County), a political subdivision of the State of California, and Michael W. Frasier, dba Frasier Group Investigations (FGI), (Contractor), a sole proprietor.

Background

On September 1, 2019, the parties executed Contract PC19-020 for background investigations on an as needed basis.

On June 24, 2022, the parties executed the First Modification (PC22-030) to extend the term through August 31, 2023 and modified Attachment B.

On October 20, 2023, the parties executed the Second Modification (PC23-053) to extend the term through August 31, 2025.

The parties now want to modify the Contract to extend the termination date, update compensation and replace Attachment "B" with a NEW Attachment "B".

Modification

The parties agree to modify the Contract effective September 1, 2025, as follows:

1. Section 2, Term of the contract is modified to extend the term of the contract from August 31, 2025 to August 31, 2028.
2. Section 3, Compensation is modified to not exceed $10,000 for the contract term of September 1, 2025 through August 31, 2028.
3. Section 21, Attachments is modified by deleting Attachment "B" - Rates and replacing with a NEW Attachment "B"

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Board Chair

MICHAEL W. FRASIER, DBA FRASIER GROUP INVESTIGATIONS

_____Date:_____
Michael W. Frasier

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 3rd Modification Fraiser Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

Frasier Group Investigations

PUBLIC SAFETY AGENCY PRE-EMPLOYMENT
BACKGROUND INVESTIGATIONS & CONSULTATIONS

Attachment B

BENEFITS

- **Cost savings**: An FGI professional investigation releases officers and support staff personnel to perform other duties. Additionally, as any FGI client agency will attest, when the total cost of employee's salaries and expenses are factored in, the actual cost of an FGI pre-employment background investigation is **less than half** of an internally conducted investigation.

- **Simple Process:** Once established, a client agency simply needs to telephone, email, or fax FGI with an applicant's personal information to get the background process started. Within approximately 30 to 40 days, a completed background investigation along with all required documents, will be mailed directly to your agency.

PRICING

Mileage to and from interviews at current IRS rate. First 100 miles free. Prices effective 01/01/2024

LEVEL II - $895	**LEVEL III** - $995	**LEVEL IV** - $1295 and up.
Standard **FGI Pre-Employment Background Investigation** • Fire Department • Probation • Corrections • Non-Sworn Police & Sheriff's • Dispatch Positions • Telephone Interview **Always P.O.S.T. Certified**	***Lateral*** **FGI Pre-Employment Background Investigation** Level II applicants requiring neighborhood contacts and travel to residence for in-home interview. Contacts with a lateral agency, current employer, or academy for review of Personnel and Internal Affairs records, etc., when deemed necessary by FGI or the hiring agency, will have an additional charge depending on location. Price will be agreed on by the agency and FGI prior to those contacts being made.	***Out of town/Overnight*** **FGI Pre-Employment Background Investigation** When the background investigation requires out of area or out of state overnight travel, additional costs will be imposed. 'Overnight' travel is defined as travel in which the investigator cannot return home the same day due to distance involved. Any overnight investigation is deemed Level IV due to the additional travel time involved. Price will be agreed on by the agency and FGI prior to work being started.

P.O. BOX 1161
WOODLAND, CA 95695
(530) 419-5141
MFRASIER@WAVECABLE.COM

Attachment: Attachment B_FGI Rates (10818 : Third modificationof contract with Michael Fraiser)

PC19-020

Attachment: PC19-020 Michael W. Frasier dba Frasier Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

Background Investigations Contract

This Background Investigations service contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Michael W. Frasier, a sole proprietor, doing business as Frasier Group Investigations (FGI) ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with background investigations, as more specifically detailed in Attachment "A." Background investigations with all required documents shall be completed and submitted to the County within forty (40) days.

2. **Term:** This Contract shall begin on September 1, 2019, and shall continue through August 31, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $10,000 for the term of the contract, as provided for in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Once the background investigation has been completed and submitted to the County, Contractor shall provide County with an invoice for the services provided. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

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

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

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

   B. Acceptance of work or payment of invoice by County does not operate to release

Contractor from any responsibility to perform work to professional standards.

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

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

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

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

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

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

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

Attachment: PC19-020 Michael W. Frasier dba Frasier Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

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

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

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

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

   D. **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

Attachment: PC19-020 Michael W. Frasier dba Frasier Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

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

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

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

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as provided in this section.

If to County:	County of Colusa Attn: Human Resources Director 250 5th St Colusa, CA 95932 530.458.0420
If to Contractor:	Frasier Group Investigations Attn: Michael W. Frasier, Owner PO Box 1161 Woodland, CA 95695 530.419.5141

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

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

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

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

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

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

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

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

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

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

    A. Attachment "A"- FGI Scope of Services
    B. Attachment "B" - Rates

COUNTY OF COLUSA

Date: 9/12/19
Wendy G. Tyler, County Administrative Officer

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

MICHAEL W. FRASIER dba FRASIER GROUP INVESTIGATIONS

Date: 9-11-19
Michael W. Frasier, Owner

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FGI
Frasier Group Investigations
PO Box 1161, Woodland Ca. 95695
530-419-5141 mfrasier@wavecable.com

ATTACHMENT "A"

Scope of Services

Contractor shall provide the following Services only to the extent and in the manner directed by the customer:

- Contractor will conduct pre-employment background investigation services for the Customer on applications for employment (whether sworn, non-sworn, full-time, or part-time) ("Backgrounds") that Customers request.

- Contractor will supply all required forms to applicants to conduct thorough background investigations on applicants for the Customer. Contractor will provide personal history statements, drug use questionnaires, pre-employment questionnaires, releases of information, and other required forms to the applicants for the Customer. Contractor will collect various personal documents from each applicant, which will be included with the final report and Contractor background forms. (See document list below).

- Contractor provided several "Levels" of Backgrounds that will be available to Customer to choose from, depending on the type of applicant that they intend to process, and the amount of time they have available for hiring the applicant (See Exhibit B). Customer can notify Contractor at the time of the background request as to the type of Background they wish to conduct on a case-by-case basis.

- Contractor background investigations include a personal interview with the applicant at their residence or by telephone, (depending on the Level) to review all the provided forms for accuracy and completeness and to obtain additional information for the background biography synopsis and verification of information provided by the applicant. In situations where the applicant resides out of the area, Customer will have the option to instruct Contractor to conduct the interview over the telephone, rather than in person, to avoid additional travel expenses and time at their option. (See Exhibit B).

- Upon completion of the interview, any "Red Flags" (potentially disqualifying information) will be reported to Customer, and they will be provided with an opportunity to discontinue the investigation. Discounts on Contractor Compensation will be provided Customer on discontinue backgrounds and applicant withdrawals, at the discretion of the Contractor.

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- Contractor record check request forms will be sent to police and sheriff's departm areas where the applicant has lived, worked and/or attended school in the past and present. It is suggested by Contractor that Customer conduct a parallel Live Scan program, fingerprinting through the California Department of Justice to augment the effectiveness of the background investigation. The contractor pre-employment background investigation completed for Customer will meet The California Police Officer Standards and Training (POST) requirements, California Government Codes, ADA, FCRA, HIPAA and other state and federal regulations.

- All of the applicant's personal documents will be provided to Contractor by the applicant at the time of the background is assigned or will otherwise be requested of the applicant at the time of the interview and during the process. The completed background narrative will include current and past employment history, residential, military, financial, legal, and motor vehicle operation. The transcription of personal contacts, verifications of employment, electronic verifications and conversations with personal references will also be included in the final report, word for word, when possible.

- Contractor will provide Customer with the completed background investigation report, along with all the required background forms and documents, within 30 to 40 calendar days of the personal interview.

In performing the Services, Contractor shall request and collect the following documents:

- Birth Certificate
- Official High School Transcripts
- Official College Transcripts
- Proof of Automobile Liability Insurance Coverage
- Military Form DD 214
- Selective Service Registration
- Social Security Card
- California Driver's License
- Traffic Accident Reports
- Civil Judgments
- Certificates of Marriage in Decrees of Divorce
- DMV Driving Record Print out
- Two Color Passport Sized Photos
- Copies of any Certificates of Training or Achievement
- Copies of any/all Available Performance Evaluations
- Copy of Credit Report, current within thirty days
- Any other documents the Customer wishes to add

Attachment: PC19-020 Michael W. Frasier dba Frasier Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

Exhibit B Compensation

Basic Flat Rates for Background Investigation Services

1. Investigation Level II - $795.00
   - Standard Pre-Employment Background Investigation with the applicant interview process conducted over the telephone.
   - This Level is sufficient for most applicants, especially if the applicant is already a "known quantity" and/or if a face-to-face interview has already been conducted with the applicant by the agency.

2. Investigation Level III - $895.00
   - Pre-Employment Background Investigation with the applicant interview process conducted in person at the applicant's residence or place of current employment, including neighborhood contacts.

3. Investigation with Travel Level IV - $995.00 – Plus Expenses
   - Pre-Employment Background Investigation for applicants involving one or both of the following:
   - Travel of more than 250 miles from the Customers Headquarters or main place of business and/or overnight travel.

4. Supplemental Services/Additional Expenses and Discounts
   - Mileage will be charged at the current IRS rate from the agency's address to the applicant's residence and return. The same mileage rate would apply if files are requested by the Customer to be reviewed in person. The first 100 miles will be free of charge.
   - Any Additional Expenses must be set forth in writing by contractor and approved by customer before they are incurred.
   - Discounts will be extended to the Customer on discontinued investigations and applicant withdrawals, and a summary report provided, at the discretion of the Contractor. All travel, and reimbursement rates, must comply with the Customer travel policies.

5. Payment
   - Contractor shall invoice Customer at the time the completed investigation has been completed and sent to the customer.
   - Payment shall be made (for all undisputed amounts) within thirty calendar days after the Contractor submits an invoice to the Customer for services completed.

Attachment: PC19-020 Michael W. Frasier dba Frasier Group Investigations (10818 : Third modificationof contract with Michael Fraiser)

COUNTY OF COLUSA, CA 2.13

Request For County Board of Supervisors Action

MEETING DATE:	**October 7, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve 3rd Modification with Restpadd Health Corp., to provide stabilization services for consumers going through psychiatric crisis events, effective July 1, 2025.**

Approve 3rd Modification with **Restpadd Health Corp.,** to provide stabilization services for consumers going through psychiatric crisis events, effective July 1, 2025.

Detailed Description/Background of request
Behavioral Health requests a 3rd modification to the contract with Restpadd Health Corp., Red Bluff in order to update Attachment "D" and add an Attachment "E".

Restpadd Health Corp. is an acute in-patient psychiatric facility located in Red Bluff, California. Restpadd provides stabilization services for consumers going through psychiatric crisis events. They provide a safe and secure environment for clients to receive treatment. Their goal is to stabilize consumers in the shortest time possible so that they can return to the community safely. Restpadd Health Corp. also accepts youth patients which allows Behavioral Health to place minor clients at the facility if deemed medically necessary.

Restpadd Corp. requests to add an Attachment "E" Additional Terms regarding additional fees for clients that require increased levels of care effective July 1, 2025.

Behavioral Health also requests to replace Attachment "D" State Requirements with an updated Attachment "D" State Requirements.

Prior Board Action
C24-149, C25-042 and C25-101

Fiscal Impact/Funding Source
Budgeted: 003-55270-713-0

Not to exceed $300,000 per fiscal year.

Action for the Clerk
Please number contract, obtain signatures and send to:

Restpadd Health Corp.
C/O Bill Hunt
925 Walnut St
Red Bluff, CA 96080

ATTACHMENTS:

- 3rd Mod_Restpadd Health - Red Bluff (DOCX)
- Attachment D_New State Requirements (DOCX)
- ATTACHMENT E Additional Terms (DOCX)
- C25-101 2nd Mod. Restpadd Health Corp (PDF)
- C25-042 1st Mod Restpadd-Red Bluff (PDF)
- C24-149 Restpadd Health Corp (PDF)

C25-_____

Third Modification of Psychiatric Services Contract C24-149

This Third Modification of Inpatient Psychiatric Services Contract is between Colusa County (County), a political subdivision of the State of California, and Restpadd Health Corp. (Contractor)., a California Corporation.

Background

On July 1, 2024, the parties executed Contract C24-149 for hospital-based inpatient psychiatric services.

On April 8, 2025, the parties executed the first modification (C25-042), to extend the term of the contract and replace Attachment A and B with a new Attachment "A" and "B".

On June 17, 2025, the parties executed the second modification (C25-101) to increase the maximum compensation.

The parties now want to modify the contract to update the Attachments.

Modification

The parties agree to modify the Contract effective July 1, 2025 as follows:

1. Section 20, Attachments is modified by replacing Attachment “D” with a NEW Attachment “D” and add an Attachment “E.”

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

RESTPADD HEALTH CORP.

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
, Deputy

Attachment: 3rd Mod_Restpadd Health - Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

C____-_____

ATTACHMENT D

STATE REQUIREMENTS

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

3. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

4. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit B, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit B for additional information.

a. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

b. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

c. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

d. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

e. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

f. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

5. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

6. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

7. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

8. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

9. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, “Perinatal Practice Guidelines,” in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

10. Adolescent Best Practices:

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/ CSD_CMHCS/Adol%20Best%20 Practices%2 0Guide/AdolBestPracGuide OCTOBER2020.pdf

11. Nondiscrimination in Employment and Services:

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

12. Federal Law Requirements:

a. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

b. VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

c. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

d. Age Discrimination in Employment Act (29 CFR Part 1625).

e. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

f. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

g. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

h. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

i. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

j. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

k. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

l. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

13. State Law Requirements:

a. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

b. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

c. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

d. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

e. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

14. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

15. Information Access for Individuals with Limited English Proficiency and/or Disabilities

a. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

b. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

   1. Materials explaining services available to the public

   2. Language assistance

   3. Language interpreter and translation services

   4. Video remote language interpreting services

c. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

   1. The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

   2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

   3. The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

   4. The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

      i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

         1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

         2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

d. The Contractor shall notify its beneficiaries:

1. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

i. Qualified interpreters

ii. Information written in other languages

2. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

i. Qualified sign language interpreters

ii. Written information in other formats (large print, audio, accessible electronic formats, other formats)

3. How to access services.

16. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

a. The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all conspicuous physical locations where the Contractor interacts with the public.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

2. In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

3. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

b. The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services, and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

1. In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

c. The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

18. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

a. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

b. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

c. The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

1. The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

d. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

disability.

19. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

20. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

21. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

a. Routinely make available TB services to individuals receiving treatment.

b. Reduce barriers to patients' accepting TB treatment.

c. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

22. Hatch Act

County and Contractor agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

24. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

25. Byrd Anti-Lobbying Amendment (31 USC 1352)

County and Subcontractor certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Attachment: Attachment D_New State Requirements (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

ATTACHMENT E

ADDITIONAL TERMS

1) Transportation from County to hospital and upon discharge from the hospital to County will be the responsibility of and expense of County. All aftercare arrangements will be the responsibility of the County. County, before transporting and admitting a patient into the hospital will make prior arrangement with Contractor and obtain permission for admission. It is further understood and agreed that County will arrange for transportation back to County of all patients within 24 hours of termination of the 72- hour or 14- day certification period in which Contractor may legally retain those involuntary patients that County refers to Contractor.

2) An additional four hundred dollars ($400.00) per client, per day will be charged to County for increased levels of observation (Q5 checks) or 1: 1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with County.

Attachment: ATTACHMENT E Additional Terms (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

C25-101

Second Modification Psychiatric Services Contract C24-149

This Second Modification of Inpatient Psychiatric Services Contract is between Colusa County (County), a political subdivision of the State of California, and Restpadd Health Corp. (Contractor)., a California Corporation.

Background

On July 1, 2024, the parties executed Contract C24-149 for hospital-based inpatient psychiatric services.

On April 8, 2025, the parties executed the first modification (C25-042), to extend the term of the contract and replace Attachment A and B with a new Attachment "A" and "B".

The parties now want to modify the Contract to increase the maximum compensation per fiscal year.

Modification

The parties agree to modify the Contract effective May 1, 2025 as follows:

1. Section 2, Compensation is modified by increasing the maximum compensation per fiscal year from $205,000 to $300,000.

COUNTY OF COLUSA

Daurice K. Smith Date: 6/17/25
Daurice K. Smith, Board Chair

RESTPADD HEALTH CORP.

Bill Hunt BSN Date: 6/23/2025
Signature

Bill Hunt BSN Administrator
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia R
Patrica Rodriguez, Deputy

Attachment: C25-101 2nd Mod. Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2025

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
InterWest Insurance Serv., LLC
License #0B01094
310 Hemsted Dr., Suite 200
Redding CA 96002-0935
License#: 0B01094
RESTP-3

CONTACT NAME: Jennifer Lakmann
PHONE (A/C, No, Ext): 530-222-1737 **FAX (A/C, No):** 530-222-3771
E-MAIL ADDRESS: jlakmann@iwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ProAssurance Specialty Insurance Company	17400
INSURER B : Houston Casualty Company	42374
INSURER C : Insurance Co. of the west	
INSURER D : At-Bay Specialty Insurance Company	19607
INSURER E :	
INSURER F :	

INSURED
Restpadd Health Corp
925 Walnut St.
Red Bluff CA 96080

COVERAGES **CERTIFICATE NUMBER:** 667510781 **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	Y		MM1704	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Hired & Nonowned						MED EXP (Any one person)	$ 5,000
	X Auto Liability						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WSA507845701	7/1/2025	7/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000
B	Cyber Liability			H24NGP21228903	12/20/2024	12/20/2025	Limit	1,000,000
A	Professional Liability			MM1704	4/1/2025	4/1/2026	Each Claim Limit	2,000,000
D	Excess Cyber			AB673844203	12/20/2024	12/20/2025	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #C22-125, Fourth Modification of Hospital Based Psychiatric Inpatient Services, Tehama County, Red Bluff.
Colusa County Additional Insured status applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s).

CERTIFICATE HOLDER

Colusa County
547 Market St.
Colusa CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: C25-101 2nd Mod. Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

MISCELLANEOUS MEDICAL FACILITIES HEALTHCARE LIABILITY POLICY
ADDITIONAL INSURED ENDORSEMENT – OCCURRENCE-BASED GL

This Endorsement, effective 12:01 a.m. on 4/1/2025 forms part of:

POLICY NUMBER: MM1704
ISSUED BY: ProAssurance Specialty Insurance Company
ISSUED TO: Restpadd Health Corp
ENDORSEMENT PREMIUM: $0

In consideration of the premium charged.

(1) Solely for the purposes of the coverage afforded under Coverage Part (B) Occurrence-Based General Liability Insurance and subject to the terms and conditions set forth in this endorsement, the definition of **Insured** shall include any person or entity scheduled below (each an "Additional Insured"), but solely with respect to any liability arising out of the operations of a **Named Insured.**

(2) No coverage will be available under this Policy for that portion of **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured resulting from the actual or alleged acts, errors or omissions of an Additional Insured.

(3) It is understood and agreed that the Additional Insured(s) share in the applicable Limits of Liability set forth in ITEM 6 of the Declarations.

SCHEDULE

Additional Insured	Retroactive Date	Termination Date
County of Solano, Its Officers, Officials, Agents, Employees and Volunteers	03/23/2022	N/A
Tehama County, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/01/2017	N/A
County of Monterey, Its Officers, Agents and Employees	07/01/2017	N/A
Humboldt County, Its Agents, Officials, Employees and Volunteers	05/25/2017	N/A
Placer County, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/01/2018	N/A
Shasta County, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/13/2018	N/A
County of Del Norte, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/01/2017	N/A
County of Lassen, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/01/2017	N/A
Modoc County, Its Elected Officials, Officers, Employees, Agents and Volunteers	04/01/2017	N/A
County of Trinity, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/18/2017	N/A
County of Glenn, Its Elected Officials, Officers, Employees, Agents and Volunteers	07/01/2018	N/A
County of Siskiyou, Its Elected Officials, Officers, Employees, Agents and Volunteers	05/02/2017	N/A
Chico State Nursing	08/11/2022	N/A
County of Mendocino	01/01/2024	N/A
Colusa County	08/27/2024	N/A

All other terms and conditions of this Policy remain unchanged and apply in full force and effect.

Attachment: C25-101 2nd Mod. Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

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C25- 042

First Modification Psychiatric Services Contract C24-149

This First Modification of Inpatient Psychiatric Services Contract is between Colusa County (County), a political subdivision of the State of California, and Restpadd Health Corp. (Contractor)., a California Corporation.

Background

On July 1, 2024, the parties Contract C24-149 for hospital-based inpatient psychiatric services.

The parties now want to modify the Contract to extend the term and update the rates of service for FY 25/26 and FY 26/27.

Modification

The parties agree to modify the Contract effective July 1, 2025 as follows:

1. Section 1, Term, of the Contract, is modified to extend the term of the contract from June 30, 2025 to June 30, 2027.

2. Section 20, Attachments, of the Contract, is modified by deleting Attachment "A" and replacing with an updated Attachment "A" Scope of Services.

3. Section 20, Attachments, of the Contract, is modified by deleting Attachment "B" and replacing with an updated Attachment "B" – Negotiated Rate Letter for FY 25/26 and FY 26/27.

COUNTY OF COLUSA

Daurice Smith Date: 4/8/25
Daurice Smith, Board Chair

RESTPADD, CORP.

B. Hunt BSN Date: 4/14/2025
Signature

B. Hunt Administrator
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

Attachment A

1. SCOPE OF SERVICES:

A. Fee For Service Access:

Contractor will provide County access to a bed space on a first come, first serve "Fee for Service" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge
County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).

The County Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

B. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" and "voluntary" adult or adolescent patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county Adult System of Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patient has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2) the patient no longer meets criteria for an involuntary hold, or 3) the patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed, Restpadd Psychiatric Health Facility, shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.S(b) of the California Health and Safety Code.

2. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:

    a. Severe withdrawals from substance abuse

    b. Treatment for substance induced delirium and/or delirium tremens (DT)

3. Disorders caused by chronic organic brain dysfunction.

4. Behavioral, cognitive and/or physical impairment which would render the patient unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.

5. Those who meet criteria for less restrictive treatment.

C. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program. Restpadd PHF will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days, or longer than five days, will be dependent on

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

the individual needs of the patient. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review, involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

D. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150), the patient meeting admission criteria will be admitted to Restpadd PHF. An initial assessment will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

E. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings

F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person;

2. Name and address of Contractor's subcontractor, if any; and

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

3. Name and address of Contractor's liability insurance carrier believed to be involved;

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

Attachment B

TEHAMA COUNTY HEALTH SERVICES AGENCY

JAYME BOTTKE
EXECUTIVE DIRECTOR

DEANNA GEE
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION

MICHELLE SCHMIDT
ASSISTANT EXECUTIVE DIRECTOR, PROGRAM

MELISSA FIELD
COMPLIANCE OFFICER

ADMINISTRATIVE & FISCAL/SUPPORT SERVICES
818 MAIN STREET
MAILING ADDRESS: PO BOX 400, RED BLUFF, CA 96080

(530) 527-8491
FAX (530) 527-0240

March 10, 2025

California Department of Healthcare Services
Mental Health and Substance Abuse Disorders
Attn: Danette McReynolds
1500 Capital Ave. MS400 P.O. Box 997413
Sacramento, CA 95899-7413

RE: Negotiated Rates for Psychiatric Health Facilities with RestPadd Health Corp, Red Bluff

In compliance with Title 9, CCR §1860.375(c) and §1810.110, the Tehama County negotiated and contracted psychiatric health facility rate with RestPadd Health Corp. (NPI # 1639601933), 925 Walnut St., Red Bluff, CA 96080:

FY 2025/2026 for adults is $1,236 per day and for adolescent is $1,494 per day.

FY 2026/2027 for adults is $1,279 per day and for adolescent is $1,546 per day.

Thank you and please feel free to contact me if you have any questions.

Sincerely,

Deanna J. Gee
Assistant Executive Director, Administration (530) 527-8491 ext. 3058
Deanna.gee@tchsa.net
CC: RestPadd Health Corp. Red Bluff

Attachment: C25-042 1st Mod Restpadd-Red Bluff (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

INPATIENT PSYCHIATRIC SERVICES CONTRACT

This Inpatient Psychiatric Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Restpadd Health Corp. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with hospital-based inpatient psychiatric services, as more specifically detailed in Attachment "A."

1. **Term:** This Contract shall begin on July 1, 2024 and shall continue until June 30, 2025.

2. **Compensation:** County will pay Contractor compensation in the amount not to exceed $205,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

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

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

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

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

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

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

5. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books

Attachment: C24-149 Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

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

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

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

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

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

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

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

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to County:

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

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If to Contractor: Restpadd Health Corporation, LLC.
925 Walnut St
Red Bluff, CA 96080

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

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

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

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

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

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

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

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

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

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

    A. Attachment "A" Scope of Services
    B. Attachment "B" Negotiated Rate Letter
    C. Attachment "C" HIPAA Business Associate Addendum
    D. Attachment "D" State Requirements

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COUNTY OF COLUSA

Gary J. Evans, Board Chair Date: 8/20/24

RESTPADD HEALTH CORP.

Bill Hunt RN.BSN Date: 8/26/24
Signature

Bill Hunt Administrator
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Tiffany Jorgensen, Deputy

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Attachment A

1. SCOPE OF SERVICES:
   A. Fee for Service Access:

Contractor will provide County access to a bed space on a first come, first serve "Fee for Service" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Med-Cal Reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).

The County Adult or Child System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

B. Program:

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" and "voluntary" adult or children patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring Adult or Child System of Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patient has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2) the patient no longer meets criteria for an involuntary hold, or 3) the patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the

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county of origin for placement or other disposition. County of origin is responsible for transportation at time of discharge based on Medical Provider discharge plan.

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed, Restpadd Psychiatric Health Facility, shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
    a. Detoxification from substance abuse
    b. Treatment for substance induced delirium
4. Disorders caused by chronic organic brain dysfunction.
5. Behavioral, cognitive and/or physical impairment which would render the patient unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.
6. Those who meet criteria for less restrictive treatment.

C. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program based on medical necessity. Restpadd PHF will accept both patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours These patients may receive treatment beyond that time frame if they meet continued medical necessity.

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To continue treatment, a patient must either agree to be treated on voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review, involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

D. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150). The patient meeting admission criteria will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

E. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

> Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

> Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection

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with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person;
2. Name and address of Contractor's subcontractor, if any; and
3. Name and address of Contractor's liability insurance carrier believed to be involved;

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Attachment B

TEHAMA COUNTY HEALTH SERVICES AGENCY

JAYME BOTTKE
EXECUTIVE DIRECTOR

DEANNA GEE
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION

ALEXIS ROSS, MPH, MSDA
ASSISTANT EXECUTIVE DIRECTOR, PROGRAM

MELISSA FIELD
COMPLIANCE OFFICER

ADMINISTRATIVE & FISCAL/SUPPORT SERVICES
818 MAIN STREET
MAILING ADDRESS: PO BOX 400, RED BLUFF, CA 96080

(530) 527-8491
FAX (530) 527-0240

June 11, 2024

California Department of Healthcare Services
Mental Health and Substance Abuse Disorders
Attn: Danette McReynolds
1500 Capital Ave. MS400 P.O. Box 997413
Sacramento, CA 95899-7413

RE: Negotiated Rates for Psychiatric Health Facilities with RestPadd Health Corp, Red Bluff

In compliance with Title 9, CCR §1860.375(c) and §1810.110, the Tehama County negotiated and contracted psychiatric health facility rate with RestPadd Health Corp. (NPI # 1639601933), 925 Walnut St., Red Bluff, CA 96080:

FY 2024/2025 for adults is $1,200 per day and for adolescent is $1,450 per day.

Thank you and please feel free to contact me if you have any questions.

Sincerely,

Deanna J. Gee
Assistant Executive Director, Administration (530) 527-8491 ext. 3058
Deanna.gee@tchsa.net
CC: RestPadd Health Corp. Red Bluff

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

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(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

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(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

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legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

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ATTACHMENT D

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

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c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no

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less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

Attachment: C24-149 Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

C24-149

J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

Attachment: C24-149 Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

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c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

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ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

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and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

Attachment: C24-149 Restpadd Health Corp (10821 : Approve 3rd Mod with Restpadd Health Corp - Red Bluff)

COUNTY OF COLUSA, CA

2.14

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Emergency contract with Wood Rodgers, Inc. for engineering services.

Ratify emergency contract with **Wood Rodgers, Inc.** for engineering services on the Weir Bridge.

Detailed Description/Background of request

Wood Rodgers, Inc. was contracted to provide engineering services in support of the Department of Public Works (DPW) emergency response to the structural deficiencies affecting the Weir Bridge on River Road in Colusa County.

The Purchasing Agent signed the contract to expedite the design of an interim support solution to preserve access to the Weir Bridge and avoid closure. Staff now requests that the contract with Wood Rodgers, Inc. be ratified.

Prior Board Action

None.

Fiscal Impact/Funding Source

All work will be billed on a time and materials basis not to exceed $94,000.

Action for the Clerk

Please number contract.

ATTACHMENTS:

- Contract_Wood Rogers_Colusa Weir Bridge (PDF)

COLUSA WEIR BRIDGE SERVICES CONTRACT

This Colusa Weir Bridge Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Wood Rodgers Inc. ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with engineering services, as more specifically detailed in Attachment "A.

2. **Term:** This Contract shall begin on July 25, 2025, and shall continue until all requested services are completed.

3. **Compensation:** County will pay Contractor on a Time and Materials (T&M) monthly billed basis, not to exceed $94,000, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued no later than 90 days for undisputed invoices.

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

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Services will be performed with the ordinary skill care and judgement practiced by other members of the same profession, in the same locale, at the same time or similar point in time (Standard of Care)

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

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

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

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

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

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

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

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

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

8. **Debarment and Suspension:**

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

   B. **Certification of Lower Tier Contractors Regarding Debarment:** By administering any lower-tier subcontract exceeding $25,000 as a covered

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

transaction under this Contract, the Contractor certifies that:

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

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

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

9. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party. For Professional Liability, and consistent with CA Code 2782.8, defense will be to the extent consultant is found negligent after a finding by a trier of fact.

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

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

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

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

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

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

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

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

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

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

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

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

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

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

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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

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

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

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

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

If to County:
Public Works and Airport Operations Director
County of Colusa
1215 Market St.
Colusa, CA. 95932
Attn: Colt, Esenwein, Director

If to Contractor:
Wood Rodgers, Inc.
3301 C Street
Bldg. 100-B
Sacramento, CA. 95816

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

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

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

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

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

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

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

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

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

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

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

    A. Attachment "A" - Proposal

COUNTY OF COLUSA

Date: 9/2/25

Wendy G. Tyler, CAO

WOOD RODGERS, INC.

Stacey Randall

Date: 09/04/25

Signature

Stacey Randall, Principal Engineer

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

July 31, 2025

Mr. Colt Esenwein, PE
Public Works and Airport Operations Director
County of Colusa
1215 Market Street
Colusa, CA 95932

Re: Proposal for Emergency Support Services for the Colusa Weir Bridge on River Road

Dear Mr. Esenwein,

In response to your request, Wood Rodgers, Inc. (Wood Rodgers) is pleased to present this proposal to provide engineering services in support of the Colusa County Public Works Department (County) emergency response to structural deficiencies affecting the Colusa Weir Bridge in Colusa County. The immediate goal of this effort is to expedite design, permitting, and installation of an interim support solution to preserve access across the bridge and avoid closure of the bridge until such time the bridge can be repaired. In addition to the emergency response, Wood Rodgers will assist the County in pursuing federal funding opportunities to support the development and implementation of a long-term, permanent repair or replacement solution.

PROJECT UNDERSTANDING

The Colusa Weir Bridge on River Road is a 44-span reinforced concrete T-Beam bridge supported on multi-column concrete piers and deep foundations. The span connections at the piers alternate between fixed-fixed and fixed-pin connections.

Bent 44 has experienced rotation towards Abutment 45. This rotation caused severe flexural cracking at the bottom of the columns and created an uneven bearing surface that caused localized overstress and deterioration of the slabs. The bent is no longer safely distributing vertical and lateral loads under continued live loading and needs to be stabilized. As a result, Caltrans issued a Record of Critical Finding (RCF) as of July 25th, 2025. The RCF identifies the following corrective action to be taken by the County: temporarily shore Span 43, Bent 44, and Span 44 until the permanent repairs are completed.

SCOPE OF WORK

The following scope is intended to be adaptable due to the evolving nature of the emergency response. Additional services may be authorized through written direction from the County Public Works Director or authorized designee. Our services will be provided as described in the following scope narrative subsequent to a written Notice to Proceed (NTP).

1. Project Management

Provide overall project management services to ensure the successful execution of the emergency temporary support installation. Responsibilities include scheduling, stakeholder communication, coordination with County staff and contractors, and maintaining project timelines and deliverables. The duration of this task is assumed to be no more than six (6) months.

2. Structural Design & Engineering of Temporary Support System

Wood Rodgers will prepare stamped engineering drawings and calculations for the temporary support system at Bent 44.

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

The design will accommodate vertical loads from both legal and permit vehicles consistent with those defined in the Caltrans Bridge Load Rating Manual (CLRM), including Caltrans legal vehicle types (Type 3, 3S2, and 3-3). The design will evaluate representative Caltrans permit vehicle types as defined in the CLRM; however, due to site conditions and temporary structure limitations, it may not be possible to accommodate the full range of permit vehicles. Restrictions on specific vehicle types or loading configurations may be required. It is assumed that the County will provide or confirm representative permit vehicle configurations and weights for use in the analysis, based on the County's knowledge of vehicles and agricultural equipment known to use the bridge. The temporary support system will be designed using applicable provisions from AASHTO LRFD Bridge Design Specifications with CA Amendments with appropriate adaptation for temporary conditions and relevant guidance on shoring and temporary supports as provided in the Caltrans Falsework Manual.

The engineering effort will begin with a site visit to verify field conditions, gather dimensional data, and confirm girder spacing and available vertical clearance. Loads will be modeled based on anticipated traffic positioning, axle configurations, and conservative estimates for dead and live loads. The support system is anticipated to consist of steel pony bents or trestle towers, one on each side of Bent 44, and will be analyzed for vertical service loads. Bracing will be included to address thermal movement and other lateral forces such as vehicle braking.

Wind and seismic forces will be excluded due to the relatively short duration of installation and corresponding limited exposure, consistent with standard allowances for temporary structures. Hydraulic forces acting on the supports will be considered to develop a design that can resist flow conditions associated with a 5-year recurrence interval storm event. This threshold is intended to provide a reasonable balance between resilience and constructability. However, depending on site constraints, geometry, and structural limitations, it may not be feasible to achieve a practical or cost-effective design for this event level. In such case, Wood Rodgers will coordinate with the County to assess alternative design approaches or lower recurrence intervals, as appropriate.

Wood Rodgers will perform an independent design check of the proposed support system to confirm structural adequacy.

The final deliverables include signed and stamped drawings and calculations, accompanied by design assumptions and load documentation. Coordination with the County and County's contractor will be ongoing throughout the design process to ensure constructability and availability of proposed materials.

3. Permit Support and Regulatory Interface

Wood Rodgers will coordinate with the Central Valley Flood Protection Board (CVFPB), Department of Water Resources (if necessary), and the Army Corp of Engineers (if necessary) to obtain emergency encroachment approval. This effort will include up to three (3) meetings with the above-mentioned agencies and preparing a descriptive plan of the temporary supports and installation procedures. A hydraulic analysis of the floodway with temporary supports included in the model will also be prepared and the results will be included in the permit application submittal to the CVFPB.

It is anticipated that this emergency response may qualify for a Categorical Exemption under CEQA. If so, Wood Rodgers will assist with the preparation of a brief summary and supporting documentation to facilitate exemption processing.

4. Support During Construction

Wood Rodgers' staff will provide construction-phase engineering support services to assist the County and the County's contractor during installation of the temporary bridge support system. These services will include field

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

coordination to support the proper interpretation and application of the design drawings. Our team will conduct site observations during key phases of installation to verify general conformance with design parameters, assess field conditions, and assist in resolving any unforeseen issues that arise during construction.

4. Highway Bridge Program Support

Wood Rodgers will assist the County with advancing the subject bridge into the Highway Bridge Program (HBP) to secure funding for permanent repair or replacement. This task includes assisting the County with defining preliminary scopes of work and cost estimates and assisting with preparation of the LAPM and LAPG forms to complete the HBP application process. Wood Rodgers will also participate in ongoing coordination with Caltrans and County staff to track application status, respond to data requests, and assist with follow-up documentation.

Assumptions

The scope and fee contained within this letter proposal are based on the following assumptions and are accepted as part of the described services:

- The interim support structure design and drawings will be stamped and signed by a licensed Civil Engineer in the State of California.
- Repair, strengthening, or demolition of the damaged bent is not included. The temporary supports are intended to bypass load transfer through the existing bent, not restore its functionality.
- No geotechnical investigations or analyses are provided. The foundations of the interim support structure may consist of timber pads, steel plates, or reinforced concrete sized using the California Building Code default load-bearing capacities for soils.
- The temporary support system is not intended to resist seismic forces.
- The temporary support system will not be designed to resist hydraulic forces associated with storm events greater than a 5-year return period, including high-velocity flow, debris impact, or scour conditions during major flood stages.
- There are no utility conflicts at the proposed support locations.
- No topographic mapping or boundary surveys will be completed as part of this task order. Geospatially referenced drawings accurately scaled to the topography are not included. Plans and other details/exhibits are prepared based on information provided on available as-built drawings, unless otherwise determined by field measurements.
- No estimate of construction cost or separate project specifications or special provisions will be completed as part of this task order. All material types, grades, and strength requirements will conform to the information included on the stamped project details and Caltrans 2024 Standard Specifications.

FEE

All work performed under this agreement will be billed on a Time and Materials (T&M) basis. Billing will be based on actual hours worked by personnel, at the standard hourly rates in effect at the time services are rendered, plus reimbursable direct expenses (e.g., mileage, printing, equipment rental, or subcontracted services, if applicable). The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the County, and fee for any such additional work will be negotiated prior to work being performed. Invoices will be submitted monthly and will include a summary of hours worked, tasks performed, and any associated reimbursable expenses.

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

Mr. Colt Esenwein, PE
Emergency Support Services for the Colusa Weir Bridge
July 31, 2025

Attachment A

WOOD RODGERS

Emergency Support Services for the Colusa Weir Bridge on River Rd		Wood Rodgers								
		Principal Engineer II	Principal Engineer I (Randall)	Senior Engineer II	Project Engineer I	Senior Planner I	Senior CAD Tech II	Prj Coord	Task Hrs	Task Cost
ID	Description	$ 320	$ 285	$ 260	$ 225	$ 250	$ 200	$ 140		
1	**Project Management**		60					6	**66**	**$ 17,940**
2	**Structural Design & Engineering of Temp Support System**		12	84	40		24		**160**	**$ 39,060**
3	**Permit Support and Regulatory Interface**	8	24	24		8			**64**	**$ 17,640**
4	**Support During Construction**		8	8	16				**32**	**$ 7,960**
5	**Highway Bridge Program Support**		40						**40**	**$ 11,400**
	Totals Hrs per Staff	8	144	116	56	8	24	6	362	
	Cost per Staff	$ 2,560	$ 41,040	$ 30,160	$ 12,600	$ 2,000	$ 4,800	$ 840		
									ODC	$ -
									Total Cost	**$ 94,000**

Wood Rodgers proposes to perform the above scope of work for a not-to-exceed amount of **$94,000** without prior approval by the County.

Should you have any questions, please feel free to contact me at my direct line (916) 458-5140.

Sincerely,
WOOD RODGERS, INC.

Stacey Randall

Stacey Randall, P.E.
Principal – Bridges/Structures

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

EXHIBIT "B"

WOOD RODGERS

SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$320
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$285
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$250
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$225
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$215
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$195
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$165
Designer	$100
Senior CAD Technician/Graphics Designer II	$200
Senior CAD Technician/Graphics Designer I	$175
CAD Technician/Graphics Designer	$155
Project Coordinator	$170
Administrative Assistant	$135
1 Person Survey Crew	$255
2 Person Survey Crew	$365
3 Person Survey Crew	$465
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile.

Fee Schedule subject to change January 1, 2026 and annually thereafter.

Attachment: Contract_Wood Rogers_Colusa Weir Bridge (10825 : Emergency contract with Wood Rodgers, Inc.)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Cooperative Extension

FROM: Ann Nordyke

SUBJECT: Adopt a Proclamation proclaiming National 4-H Week, October 5-11, 2025.

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

Detailed Description/Background of request

The Colusa County 4-H program has been a valuable part of the County for nearly 100 years. This proclamation celebrates the program and the value it brings to the community by recognizing National 4-H Week, October 5-11, 2025.

Prior Board Action

None.

Fiscal Impact/Funding Source

There is no fiscal impact.

Action for the Clerk

Obtain signature on proclamation document

ATTACHMENTS:

- 10-07-25 Proclamation for 4-H Week (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING OCTOBER 5-11, 2025 AS COLUSA COUNTY 4-H WEEK

WHEREAS, this year's National 4-H Week theme, "Beyond Ready," reminds us that 4-H is building a ready generation, in a world of change, and equips young people with skills for the future while meeting them where they are today;

WHEREAS, 4-H is America's largest youth development organization, supporting six million youth across the country become engaged, successful and independent; and

WHEREAS, 4-H club work in Colusa County began as early as 1925; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing;

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE, the Colusa County Board of Supervisors hereby proclaim October 5 –11, 2025 as COLUSA COUNTY NATIONAL 4-H WEEK throughout Colusa County, and encourage all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

_____

Daurice K. Smith, Board Chair
Colusa County Board of Supervisors

Attachment: 10-07-25 Proclamation for 4-H Week [Revision 1] (10684 : Proclamation for Colusa County National 4-H Week)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Sheriff

FROM: Jackie Olivares

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

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

Detailed Description/Background of request

Office of Emergency Services has implemented and prepared to disseminate the development of an interactive Evacuation Zone Map - Know Your Zone platform. This platform if for use during disasters and/or imminent threat. The map was developed by the Public Works Department for minimal cost to County and OES.

Prior Board Action

N/A

Fiscal Impact/Funding Source

N/A

Action for the Clerk

N/A

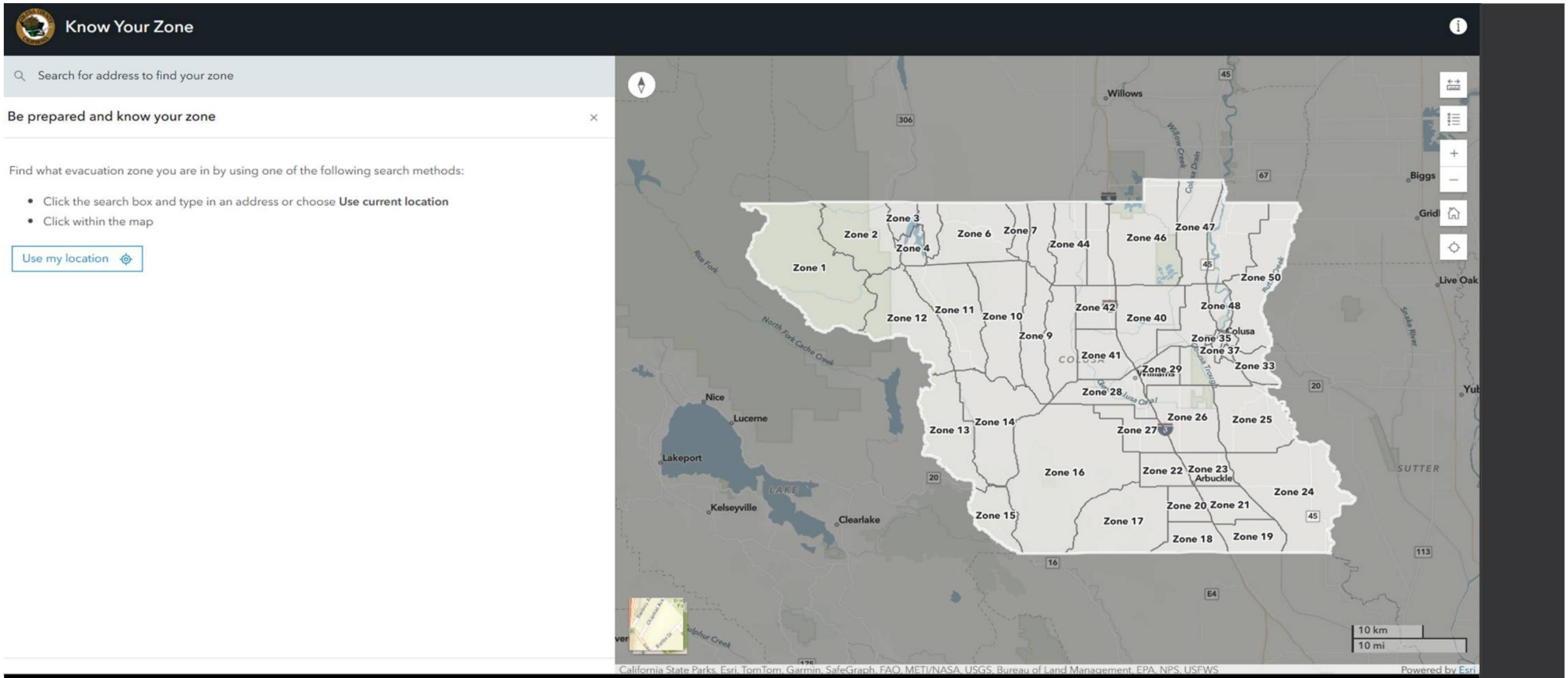
ATTACHMENTS:

- Evacuation Zone Map Presentation 10_07_25 (PPTX)

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)

Evacuation Zone Map

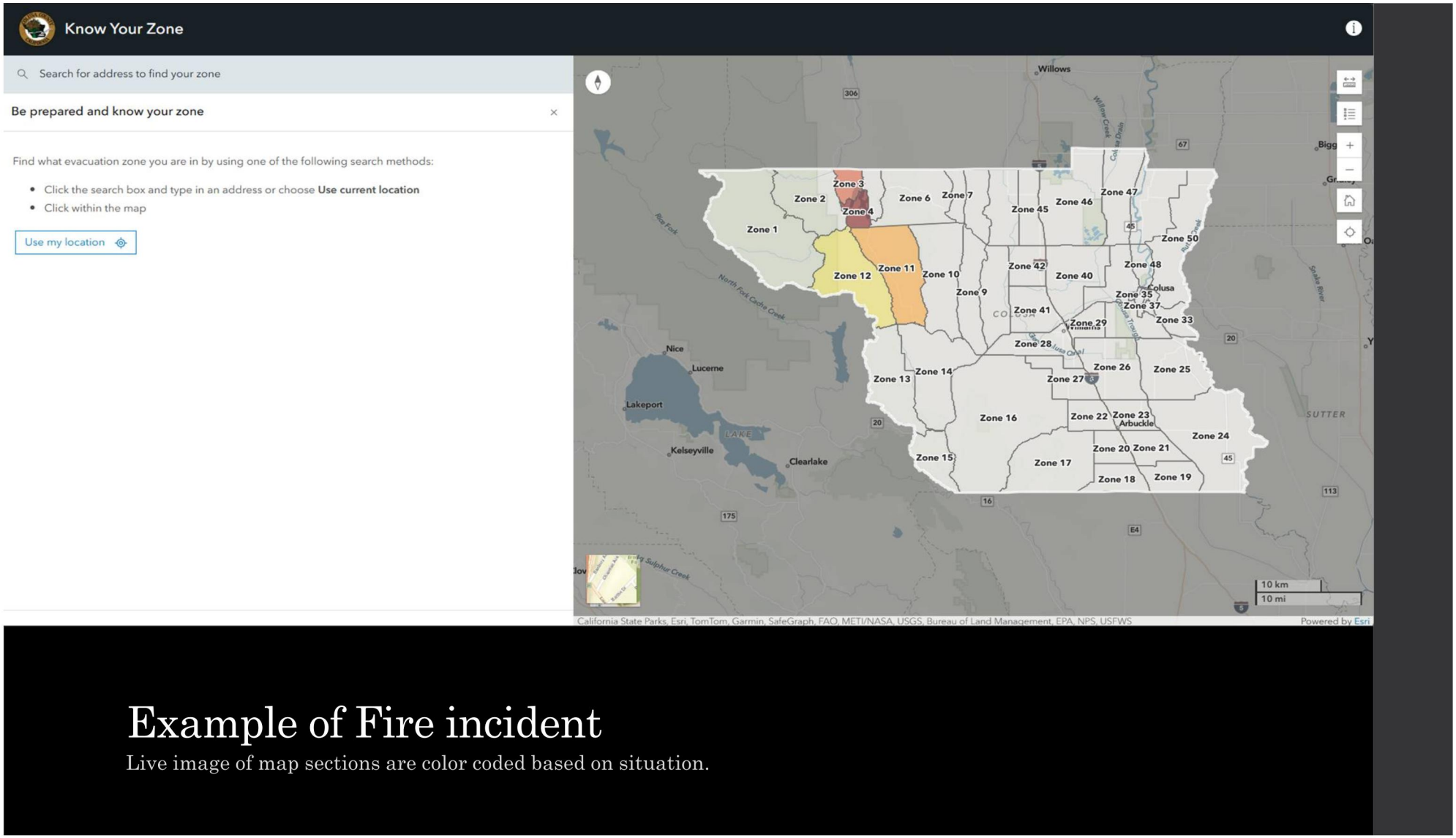
Colusa County - Know Your Zone



Initial Map View

Know Your Zone – ability to enter address to Know Your Zone

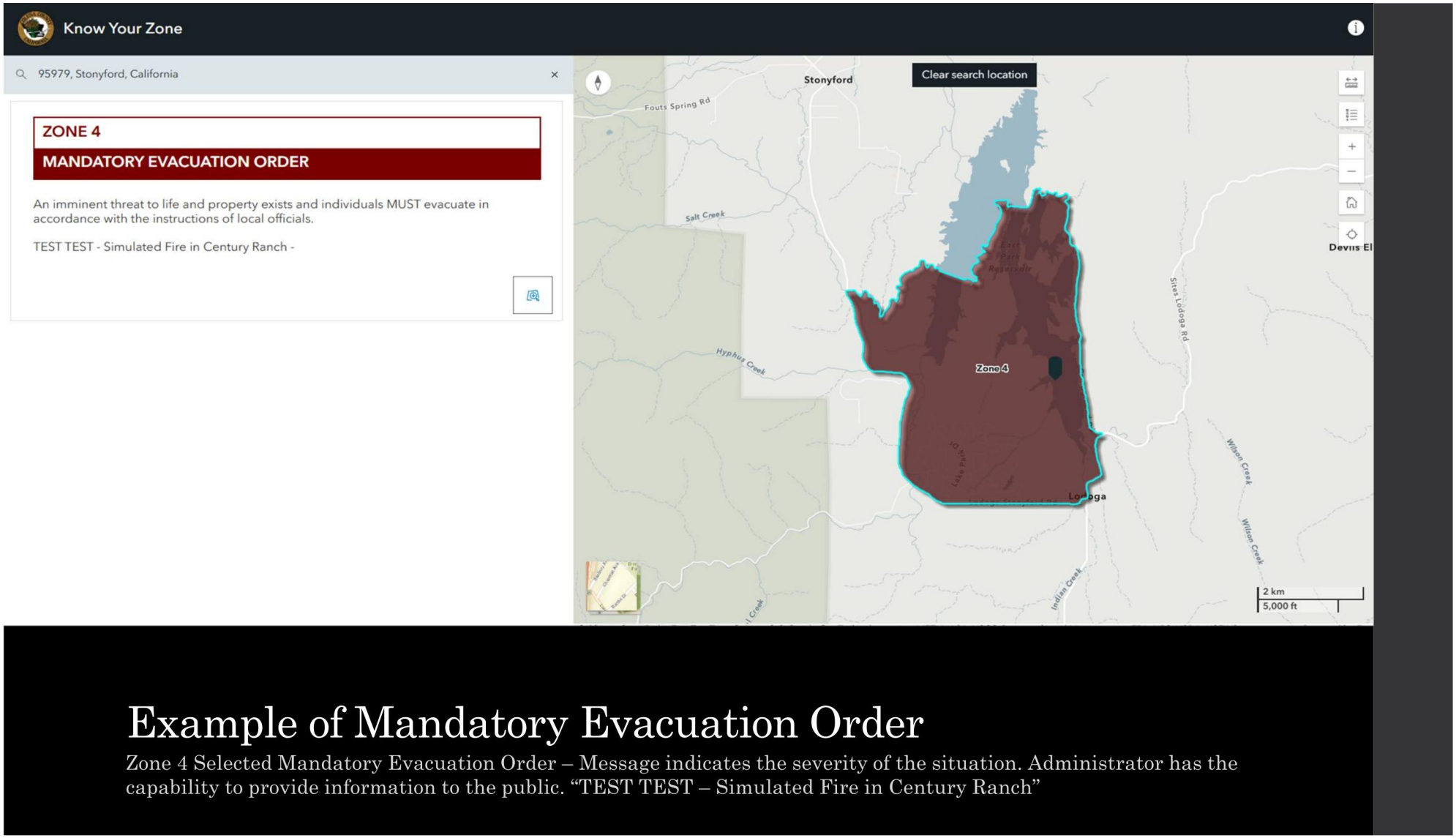
Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Fire incident

Live image of map sections are color coded based on situation.

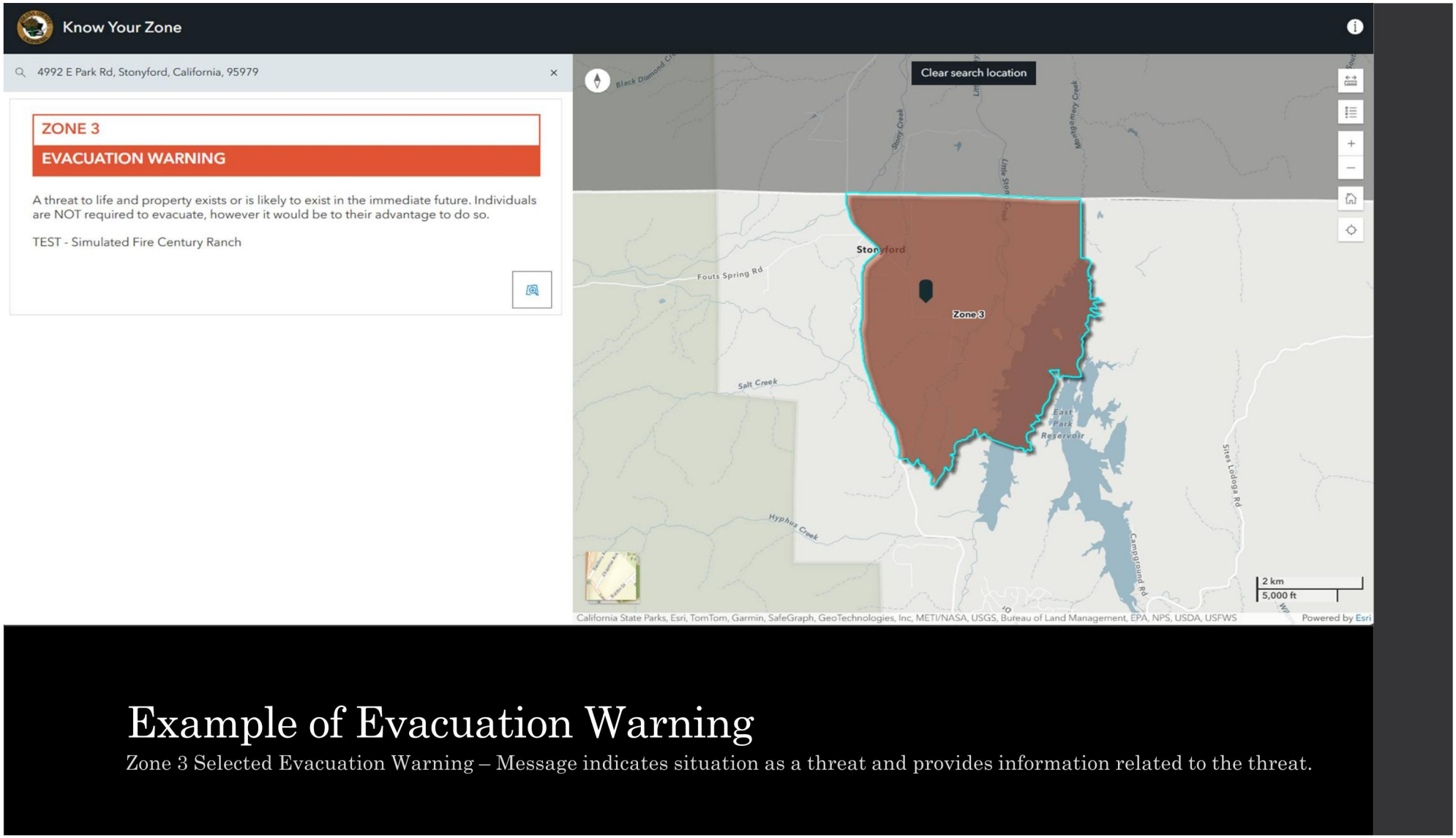
Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Mandatory Evacuation Order

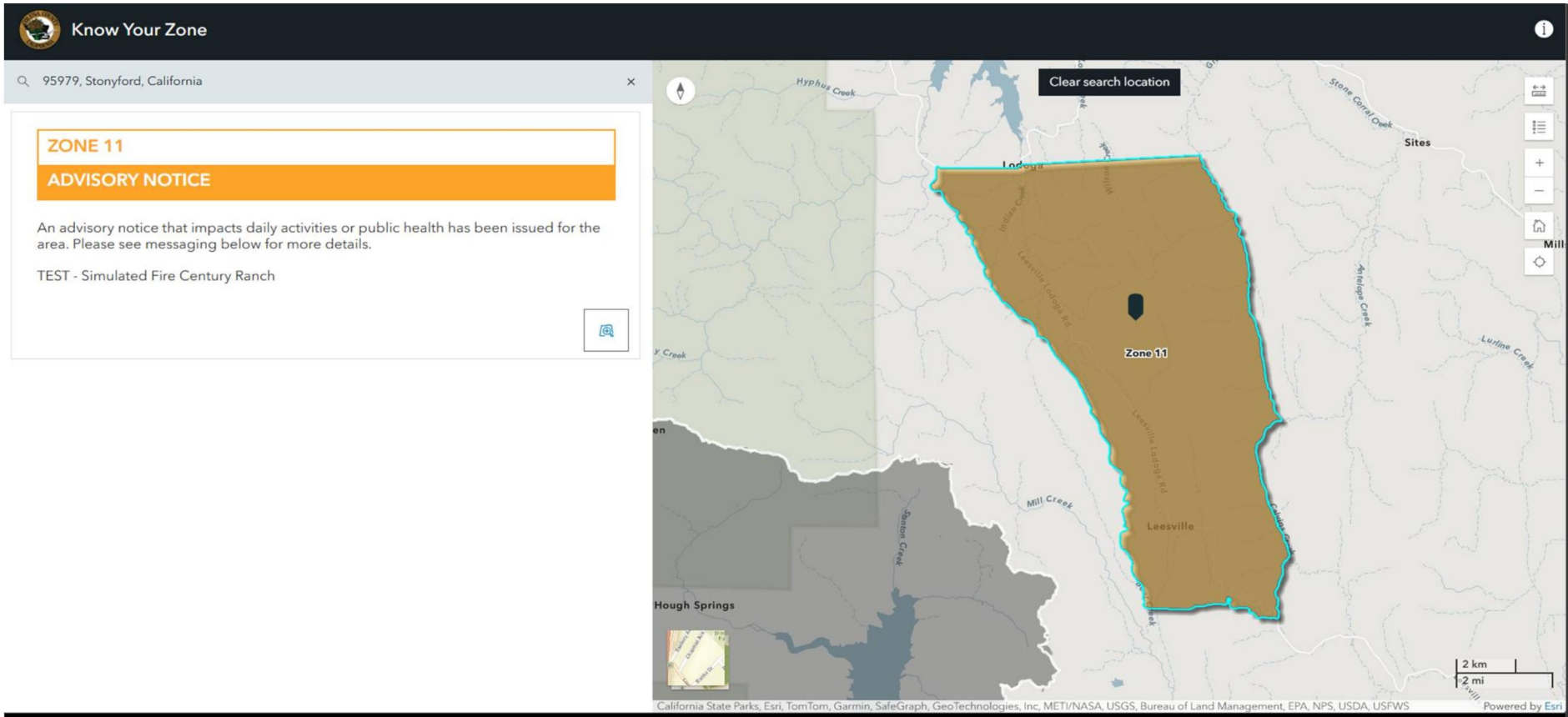
Zone 4 Selected Mandatory Evacuation Order – Message indicates the severity of the situation. Administrator has the capability to provide information to the public. "TEST TEST – Simulated Fire in Century Ranch"

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Evacuation Warning

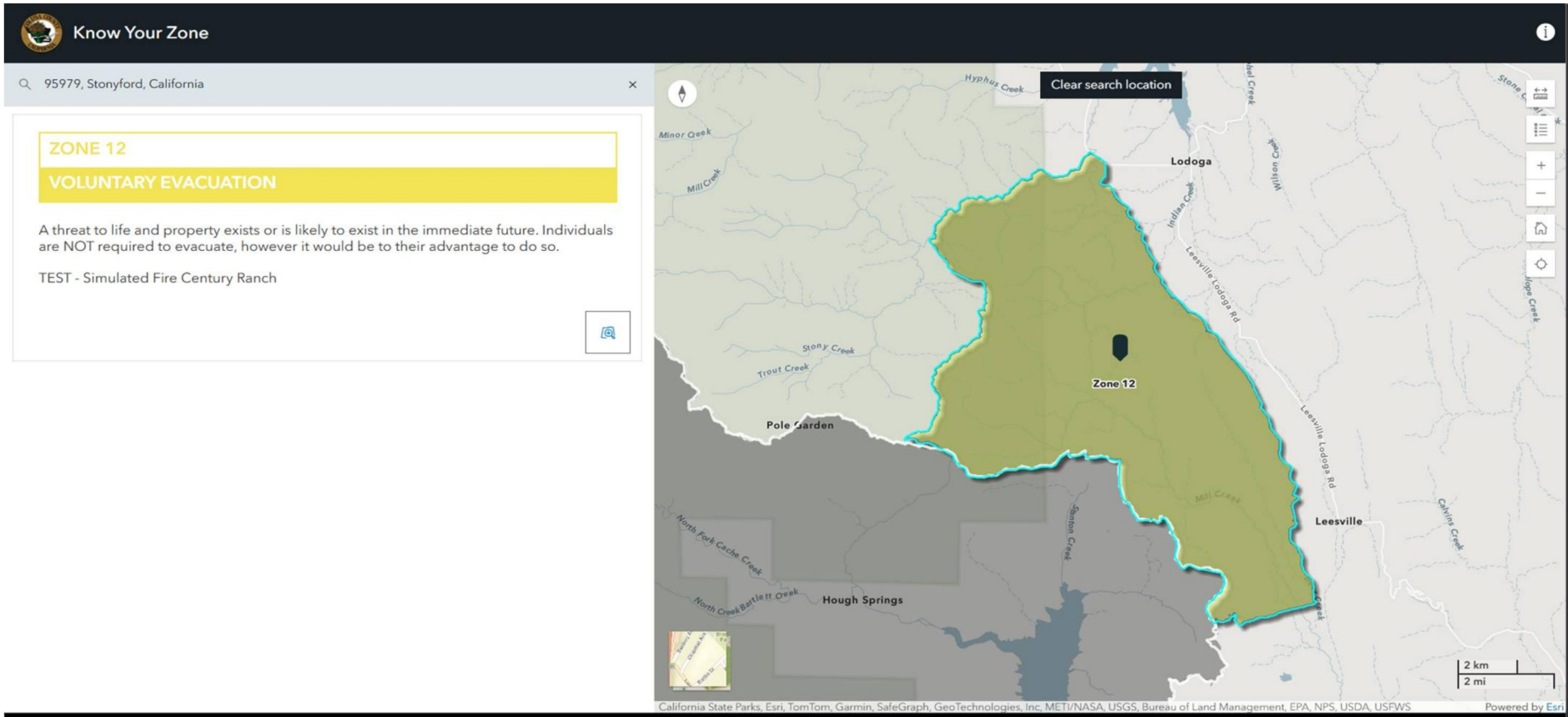
Zone 3 Selected Evacuation Warning – Message indicates situation as a threat and provides information related to the threat.



Example of Advisory Notice

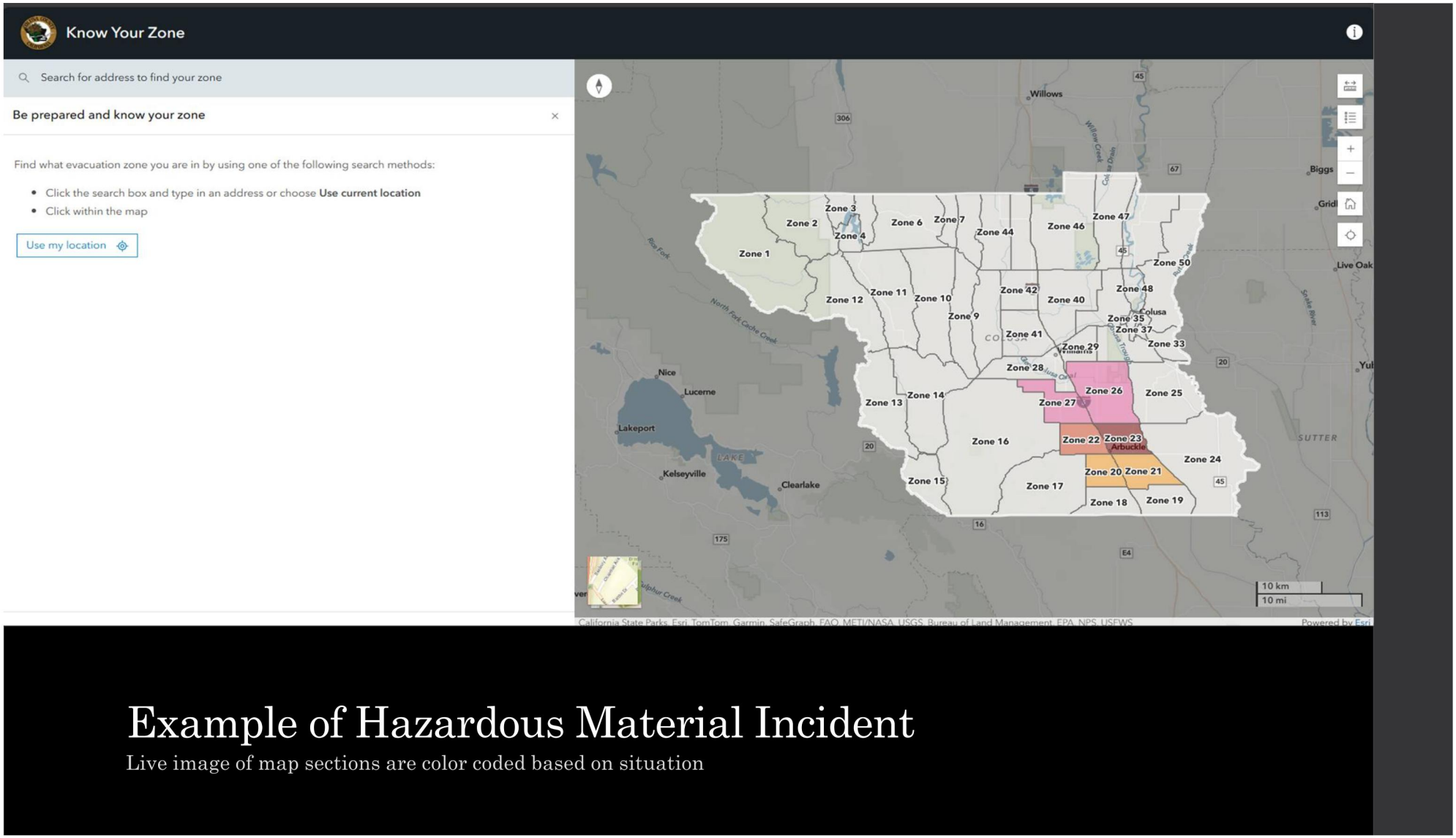
Zone 11 Selected Advisory Notice – Message provides advisory notice due to incident

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Voluntary Evacuation

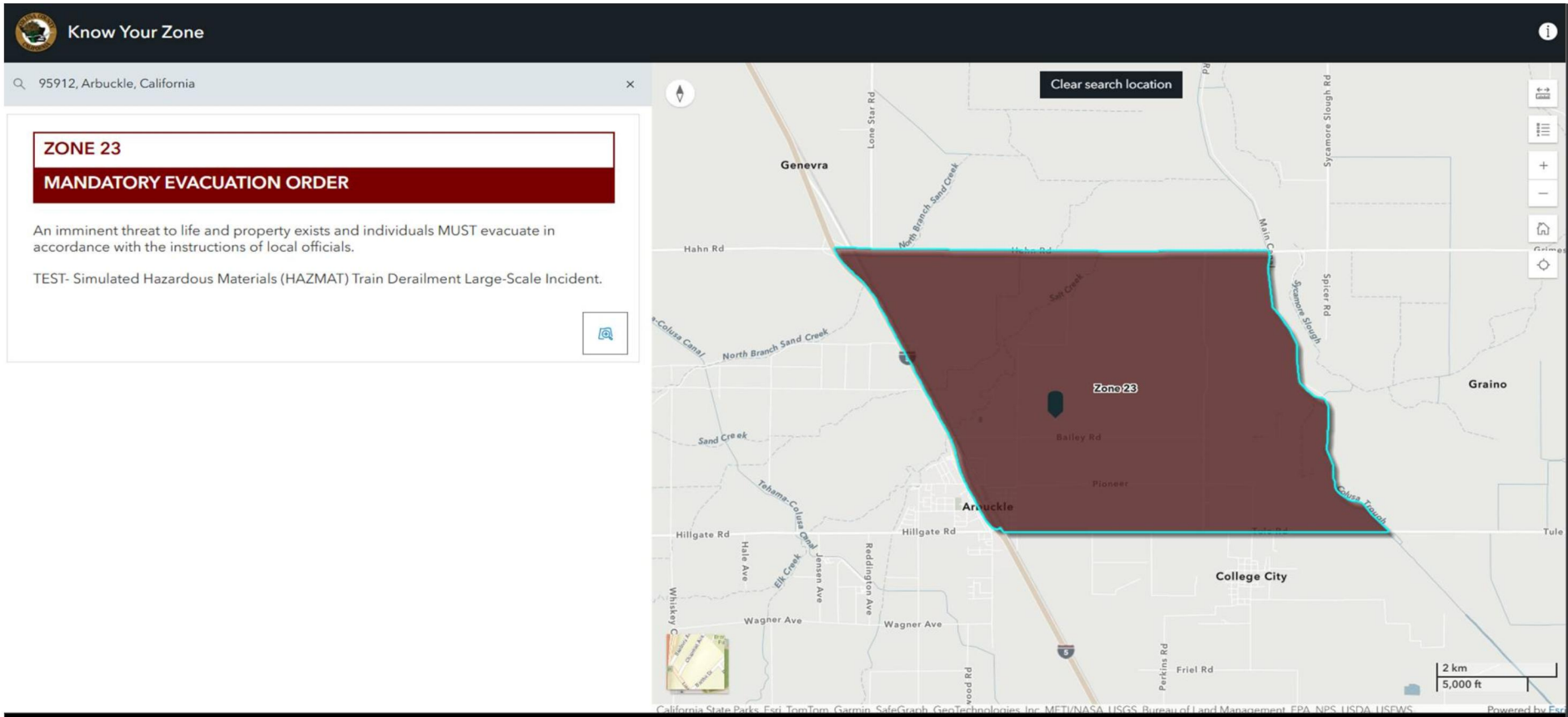
Zone 12 Selected Voluntary Evacuation – Message provides threat and guidance whether or not to evacuate



Example of Hazardous Material Incident

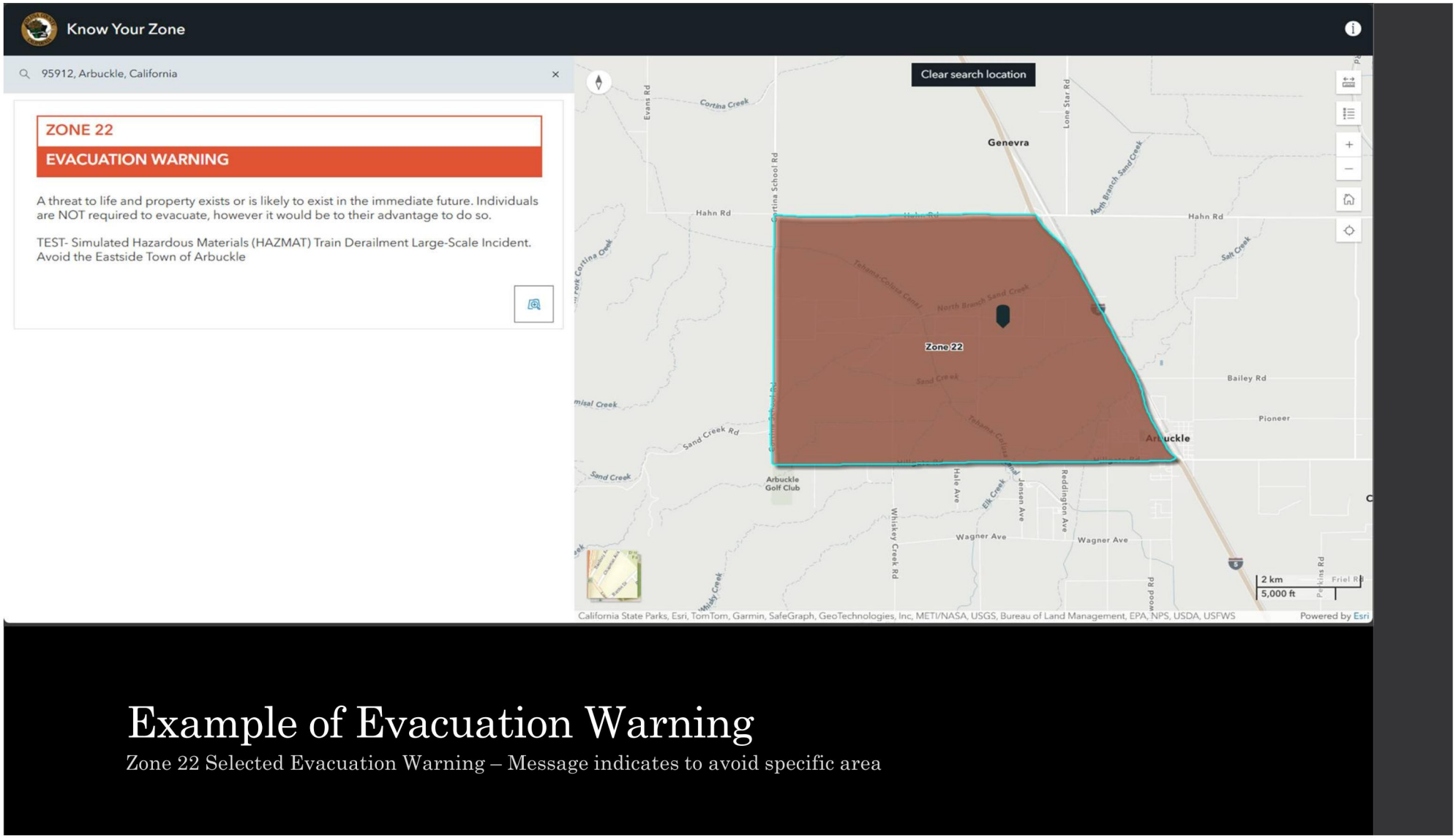
Live image of map sections are color coded based on situation

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Mandatory Evacuation Order

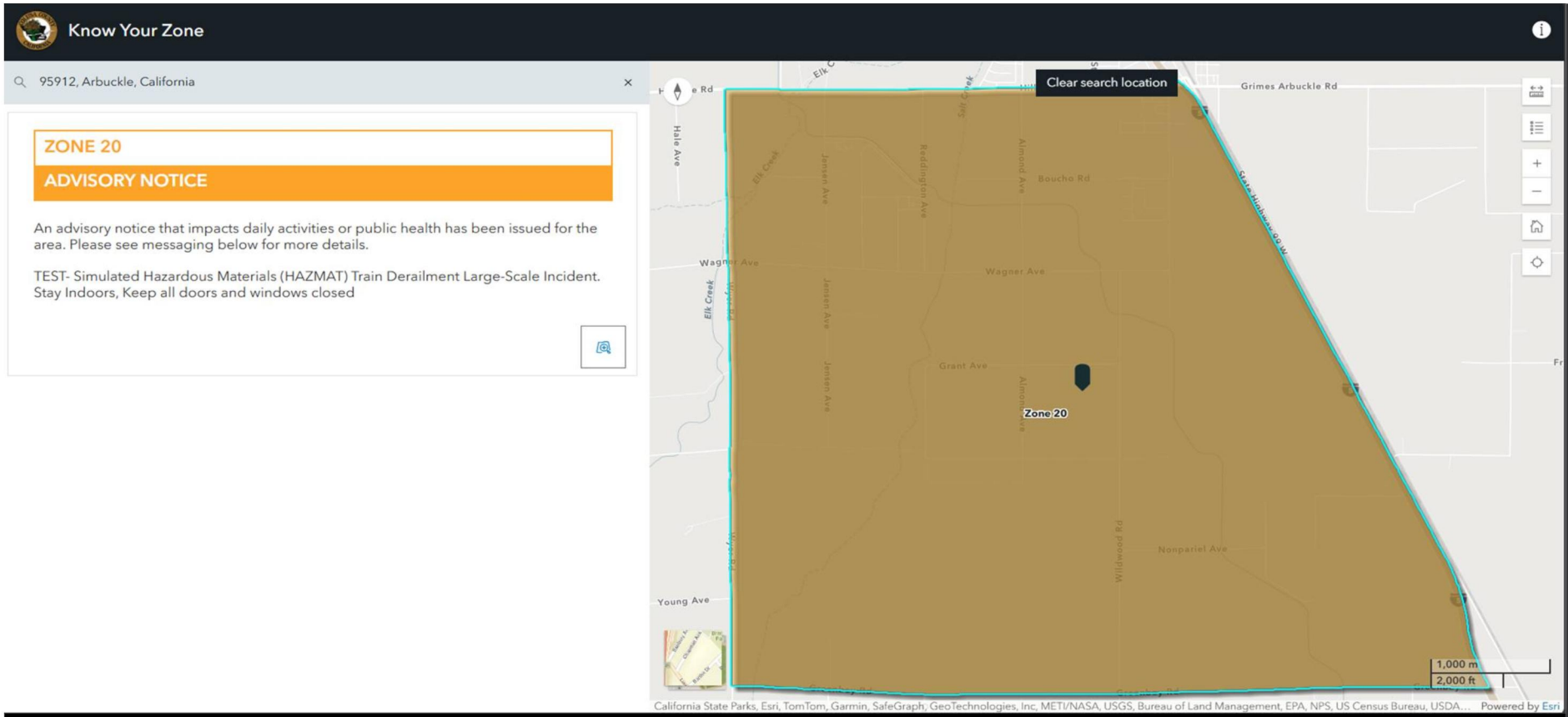
Zone 23 Selected Mandatory Evacuation Order – Message indicates the incident and severity of situation



Example of Evacuation Warning

Zone 22 Selected Evacuation Warning – Message indicates to avoid specific area

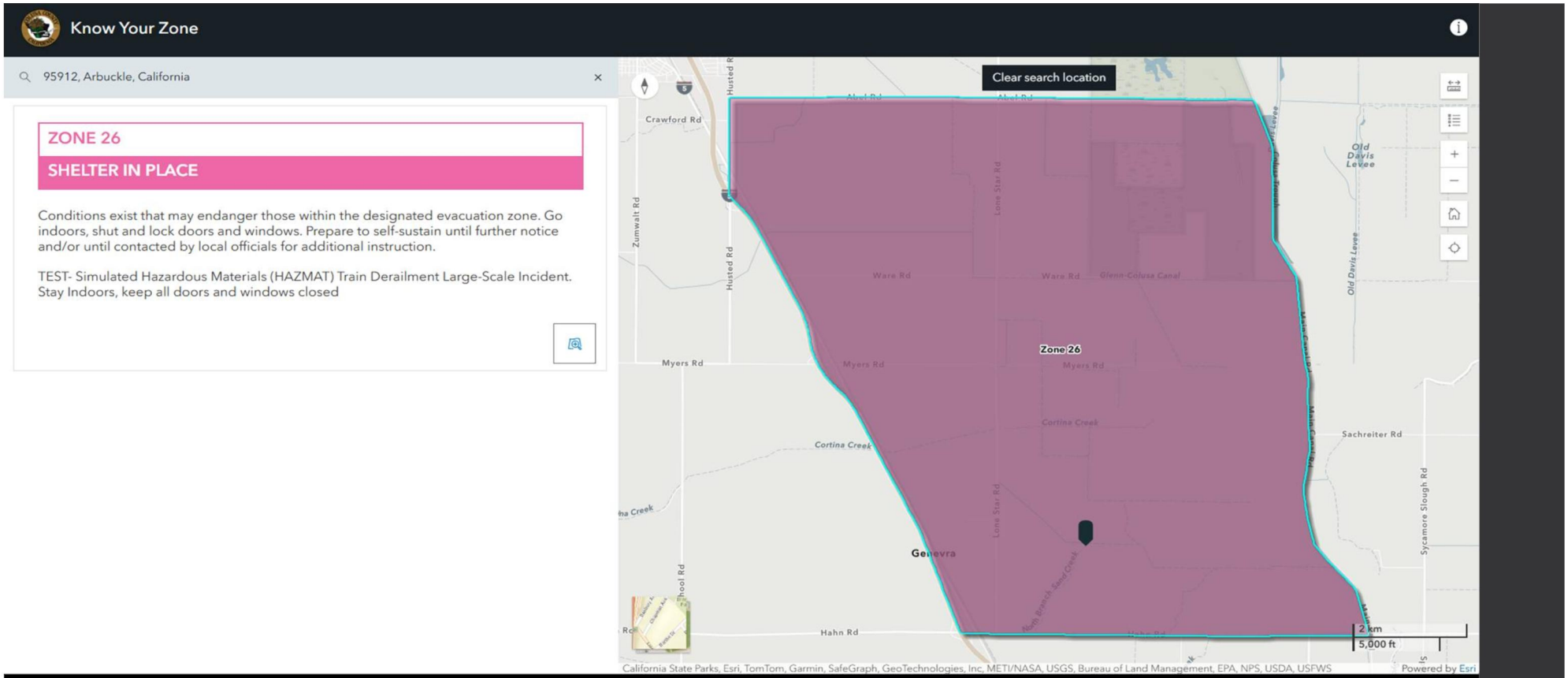
Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Advisory Notice

Zone 20 Selected Advisory Notice – Message indicates action to take

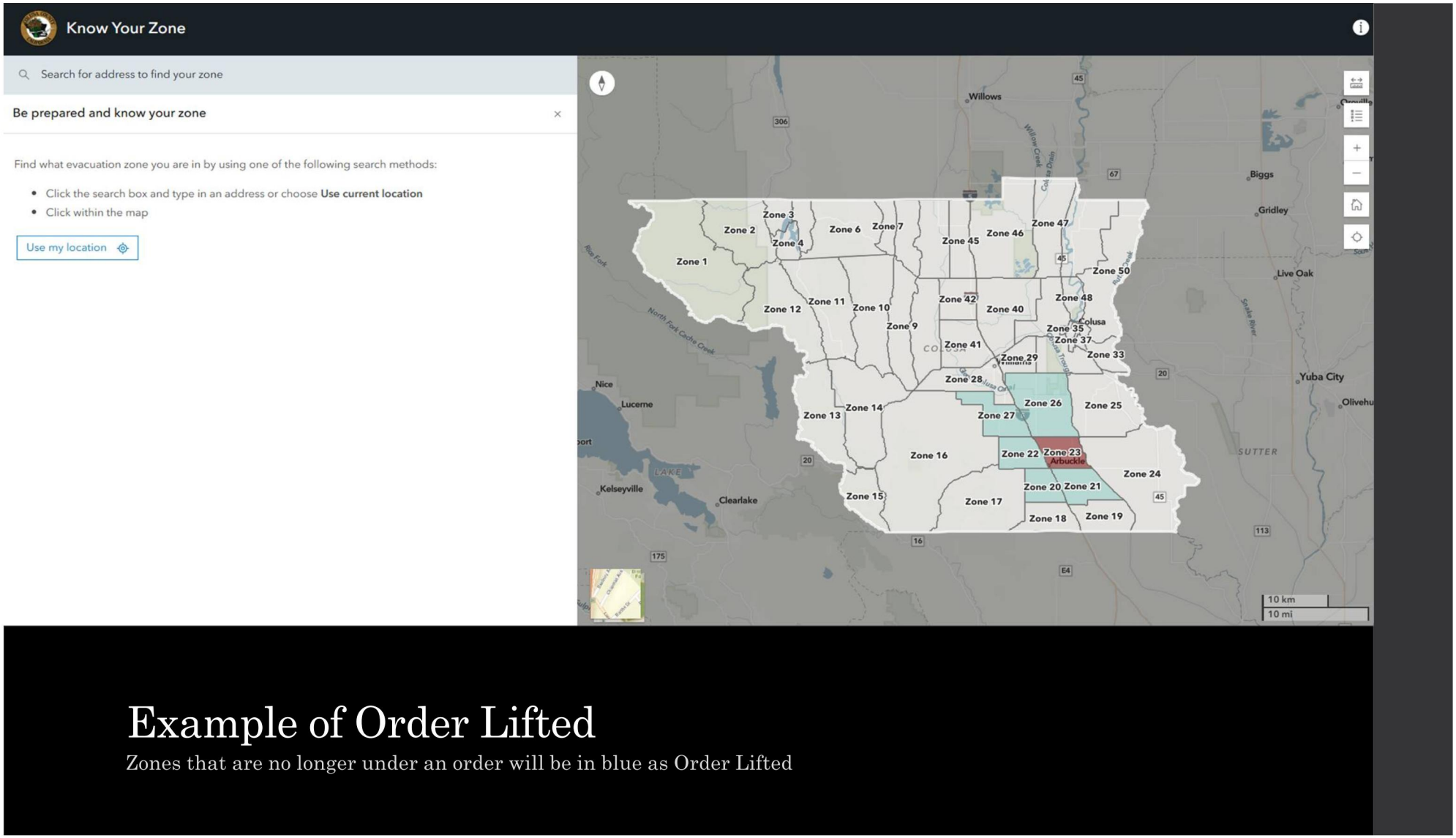
Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Shelter In Place

Zone 26 Selected Shelter In Place– Message indicates action to take

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)



Example of Order Lifted

Zones that are no longer under an order will be in blue as Order Lifted

Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)

Interactive Know Your Zone Map

- https://www.countyofcolusaca.gov/1121/Evacuation-Zone-Map-and-Emergency-Alerts



Attachment: Evacuation Zone Map Presentation 10_07_25 (10816 : Evacuation Zone Map Presentation)

COUNTY OF COLUSA, CA 5.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Library

FROM: Stacey Costello

SUBJECT: Approve proposed amendments to Library Policy 507.

Approve proposed amendments to Library Policy 507.

Detailed Description/Background of request

On August 26, 2025, the Board adopted an updated version of Library Policy 507. Shortly thereafter, a consultant working with the California State Library advised that additional changes were needed to ensure compliance with the California Freedom to Read Act (AB 1825), signed into law in 2024.

The State Library specifically identified requirements related to the Collections Development Policy and the process for handling requests to reconsider library materials.

Summary of Changes:
General Statement (Collections Policy)- Removed a mission-focused sentence and added language affirming the public's right to access a wide range of ideas and experiences, as required under AB 1825.

Section 4.1.4 - Controversial Materials- Added a clear process for submitting and responding to concerns regarding library materials.

Technical updates needed after the insertions included corrected formatting and pagination in the Table of Contents.

A side-by-side redline summary of these edits is attached for the Board's review. Approval of these amendments will ensure that Colusa County Free Library's policies are fully compliant with state law and consistent with statewide best practices for library governance.

Prior Board Action

First adopted 5/11/1999
Amended 5/03/2016
Updated 08/26/2025

Fiscal Impact/Funding Source
None

Action for the Clerk

ATTACHMENTS:

- Policy 507.25.09.05 UPDATE AB1825 (DOC)
- Library Policy 507 easy to read amendments (DOCX)

LIBRARY USAGE POLICY
AND USER AGREEMENT



POLICY MANUAL

Approved by the Colusa County Board of Supervisors on May 3, 2016

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

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HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

LIBRARY USAGE POLICY AND USER AGREEMENT

Facility Usage Agreement	

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

Library Mission

The mission of the Colusa County Free Library is to strengthen our rural community by providing access to knowledge, resources, and services that inspire lifelong learning, creativity, and connection, and empower individuals and families to meet their needs. We are dedicated to fostering a welcoming space where all individuals can grow, explore, and engage with ideas that enrich their lives, bolstering our community's economic and social well-being.

Commented [SC1]: In the policy sent out, a portion of er mission was left in, but should be erased.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

1. CIRCULATION POLICY

1.1. Borrowing Policy

1.1.1. *Library Card Eligibility*

Library cards are free to all residents and visitors to Colusa County and good at all branches of the Colusa County Free Library system.

Colusa County Adult Resident Card

All residents of Colusa County may apply for a library card and PIN to access physical and digital collections. Adult Resident Cards are good for one year. Cards in good standing may be renewed at any branch library.

Residents of areas served by Colusa County schools (i.e., Dunnigan) are eligible for resident cards. Current library staff are eligible for resident cards.

Valid identification, such as a current driver's license or state-issued ID card, must be shown to obtain a library card.

Adult Resident Card applications are available in English and Spanish.

Colusa County Junior Resident Card

Adult residents of Colusa County may apply for a card for a minor resident under their care. Adult sponsors of Junior Resident Cards must be eligible for the Adult Resident Card. Adult sponsors accept responsibility for the items borrowed on the junior resident's card, including damaged and lost materials.

A Junior Resident Card does not entitle the minor to use Windows or Mac computers. Parents/guardians must give approval to use library computers to access the Internet on the application form.

Minor residents of areas served by Colusa County schools (i.e., Dunnigan) are eligible for junior resident cards.

Valid identification, such as a current driver's license or state-issued ID card, must be shown by the sponsoring adult to obtain a Junior Resident library card.

Junior Resident Card applications are available in English and Spanish.

Adult Non-Resident Card

Out-of-county residents of California may apply for a Non-resident Card. A Non-resident Card will confer all the benefits and services of resident cards EXCEPT digital services requiring a PIN, including placing online holds and accessing subscriptions such as Libby and Hoopla. PINs are not issued for Non-Resident Cards. A Non-Resident library card in good standing may be renewed.

Out-of-state residents temporarily residing in Colusa County for 7 or more days may apply for a card that is valid for 30 days.

Valid identification, such as a current driver's license or state-issued ID card, must be shown to obtain a library card.

There are no Junior Non-Resident Cards.

Good standing

For library card purposes, a card in good standing has no outstanding finds or overdue items showing in Sierra. This includes items at other libraries in the borrowing consortia to which Colusa

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

County Free Library belongs. A patron who is currently barred from any branch of the Colusa County Free Library is not considered in good standing.

A lost library card may be replaced for a fee (see current fee list). However, in Sierra, a physical card need not be present to borrow books and other materials.

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1.1.2. *Loan Periods*

There is no charge to check out library materials. All Colusa County Free Library materials are loaned for 21 days, except for DVDs and magazines which circulate for 7 days.

1.1.3. *Renewal*

Most library materials, unless reserved for another patron, may be renewed for up to three additional loan periods. Library patrons may renew materials by telephone, in person at any branch location, or by accessing their online account.

Patrons are restricted from renewing materials online if their materials are overdue, their library card registration period has expired, or the material has been requested by another patron.

1.1.4. *Borrowing Limits*

Library patrons may have up to 30 borrowed items on their account at any given time. Within this limit, patrons may borrow up to 5 DVDs or Audiobooks.

1.1.5. *Borrower Records*

California State Law protects the confidentiality of all patron records.

The Colusa County Free Library complies with all sections of the State of California Public Records Act (Protection of Library Circulation and Registration Records, Government Code Title 1, Division 7, Chapter 3.5). All registration and loan records of library patrons shall remain confidential and shall not be disclosed to any person, local, state, or federal agency unless required by law or court order. Confidentiality extends to database search records, computer use records, and all other personally identifiable uses of Library materials, programs or services.

Patron records will only be released to the person(s) whose name(s) appear on the library borrower's record. No information from any patron's record is to be released to any person, including law enforcement, unless required by a court order. Any inquiry about library use will be treated as an invasion of patron privacy. Staff may not access any information about any library use for any purpose except that related to the transaction of library business. Parents or legal guardians with proper identification may have access to their children's records only when the materials become overdue.

Patrons may view their record and modify personal information by accessing their online account. A library card number and PIN (personal identifying number) code is required.

1.1.6. *Reserves*

Individuals may reserve materials from the circulating collection in person or online. Materials that have been put on reserve for one patron cannot be renewed by another patron. Patrons are restricted from placing materials on reserve if they have lost or overdue fees, or if the library card registration period has expired. Reserves are held for seven days after notification that materials are in and ready for pick-up.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

1.1.7. *Returning Materials*

All borrowed materials may be returned to any library location in Colusa County, at any time, regardless of where the materials were borrowed. Books may be returned inside the library during business hours or in the book drop after normal business hours. Media such as CDs or DVDs should be returned to the service desk when the library is open. Materials may also be mailed to the Colusa County Library at 738 Market Street, Colusa, California 95932.

1.1.8. *Fees and Charges*: (Fines and Fees Schedule, Appendix A)

Once a card has amassed $5.00 or more in unpaid fines or fees, the card cannot be used to check out library materials until the entire fine or all fees are paid. Parents or guardians are responsible for all materials checked out by their children.

Charges for damage to library materials will be determined using established guidelines outlined in the Fines and Fees Schedule, or to the best discernment of library staff.

Charges for lost materials are determined by the unit price of the item, as listed in the catalog. Lost items obtained through interlibrary loan are charged by the lending library, and are subject to a minimum charge of $100. The charge for lost periodicals is $5.

1.1.9. *Refunds*

Monies paid for lost items will be refunded when the items are returned in good and usable condition, if returned within a 6-month period. The exception to this rule is interlibrary loan (ILL) materials; any overdue fee paid for these items is **nonrefundable**. Fees paid for damaged items are **nonrefundable**.

1.1.10. *Copyright*

Patrons are responsible for being aware of all possible copyright restrictions while using the library materials. Most information available in library materials is copyrighted, and therefore is legally protected from duplication by the public.

Video and audio materials on loan from the library may not be used for commercial or theatrical distribution, and may not be broadcast or cablecast. They may not be used in a public gathering (library, school, daycare, etc.), unless public performance rights are included with the item. Most of the items in the library's collection do not have public performance rights included.

Video and audio materials may not be duplicated or copied in any way.

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1.2. Interlibrary Loan (ILL)

More than 9 million books are available through a consortium of Northern California libraries, including Sacramento, Folsom, Woodland and Sutter County libraries. The materials can be requested at the library, or through a patron's online account accessible on the library's website. Requested books may be picked up at a patron's preferred branch, with a loan period of 21 days. A three-week renewal is allowed, unless the item has been requested at the owning library.

If materials cannot be located through the online catalogue, patrons possessing a Colusa County Resident Adult Card may request staff to try to borrow them from other libraries through interlibrary loan (ILL). Any items borrowed from other libraries may have shorter loan and different renewal periods, as per the owning institutions rules. Patrons are responsible for identifying any damage to or missing pieces of items loaned from other libraries at the point they are checking the items out. Upon return, Staff will check items for condition. Any damage or missing pieces are the responsibility of the borrower. Patrons are charged the full replacement value for these items.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

1.2.1. ***ILL Conditions of Service***
All interlibrary loan transactions are made between local and other lending institutions. Library patrons must request an ILL through their home library. The Colusa County Library follows and endorses the principles relating to interlibrary loans included in the ALA Interlibrary Loan Code, the California State Library and Archives Commission Interlibrary Loan Protocol, the United States Copyright Law, and the United States Commission on New Technological Uses of Copyrighted works (CONTU) guidelines and federal and state laws governing confidentiality of library records.

1.2.2. ***ILL Borrowing Policy***
Patrons requesting an interlibrary loan are required to have a Colusa County Resident Adult Library card in good standing. Requests are not filled if the patron has outstanding fines or overdue materials on their record.

Requests are limited to three items per patron. The library reserves the right to limit the number of requests per patron. If an item requested has a value of $50.00 or more, only one request per patron is allowed.

The library will attempt to borrow any media. However, most libraries do not loan the following materials: rare items, reference materials, bestsellers, video or other audiovisual materials. When available, staff will supply contact information from other sources on non-book media (microfilm, etc).

Patrons must complete an interlibrary loan request form. Information on the request form must include full bibliographic information (~~i.e.~~i.e.,~~ author~~, author, title, publication date, publisher and ISBN). Periodical article requests must contain complete citation information, including author, title, periodical source, date and/or volume number and page numbers. The patron must include a current daytime telephone number. Patrons may request materials in-person, over the telephone or by email, but a signed interlibrary loan form must be turned in at the library before requests are submitted.

The Colusa County Free Library submits interlibrary loan requests as quickly as possible. The delivery of the requested material is contingent upon how quickly the lending library processes the order and ships the material.

Lending libraries set their own loan periods and restrictions (e.g., renewals, in-library usage). Failure to return interlibrary loan items on time or to pick up items within three days of notification of arrival may result in the suspension of interlibrary loan services.

Materials borrowed through interlibrary loan must be returned to the Colusa County Free Library and not to the lending library. The interlibrary loan wrapper is not to be removed by anyone other than a staff member.

If an interlibrary loan item is lost, stolen or damaged, the patron is responsible for the cost of the item and any processing fees determined by the lending library.

1.2.3. ***ILL Lending Policy***
The Colusa County Free Library will lend materials to all established libraries. Individuals wishing to borrow materials from the library must initiate their request through an established library. The borrowing library may request materials through OCLC, fax or ALA form. Any decision to loan materials is made at the discretion of the County Librarian or designated staff member.

The library does not loan the following: reference and local history materials, genealogy, special collections, microfilm, periodicals, media (audio-books, CDs, videos, and DVDs), best-sellers, or

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

leased books. These materials can be loaned to other libraries, archives and educational institutions by special request, upon approval by the County Librarian.

All materials are loaned free of charge. The loan period is four weeks to allow for delivery to the borrowing library and checkout by their patron. All materials are subject to recall. Renewals are at the discretion of the Colusa County Free Library.

The library will make 1-50 photocopies per request. The first 10 pages are free. Current per-page photocopy fees apply after the first ten pages. Copies are made at the discretion of library staff and determined by the condition of the original materials.

The library assesses a fee on a lost, stolen or damaged item based on the cost of the item plus any processing fees deemed appropriate. All charges are **nonrefundable**.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

2. Patron Code of Conduct

The Colusa County Free Library Patron Code of Conduct is meant to ensure a clean, respectful, comfortable and safe library environment for all library patrons and staff.

Individuals using library facilities and attending library programs are expected to comply with all library policies and directions from staff. Conduct is unacceptable if it impedes other patrons from enjoyment of library resources or threatens injury to other library patrons or resources.

Please observe the following Code of Conduct:

- Enjoy and learn from your visit to the library.
- Use the space and materials as intended.
- Be considerate and respectful.
- Communicate respectfully.
- Act responsibly.

Disruptive behavior will not be tolerated. Multiple warnings or incidents may result in removal or banning from the library.

Dangerous, destructive, illegal, or threatening conduct, including, but not limited to the following, is prohibited:

- Engaging in any activity prohibited by local, state or federal law.
- Bringing firearms, weapons, fireworks, or other dangerous substances into libraries.
- Threatening or harassing other patrons or staff, including but not limited to; assault, battery, verbal threats, stalking, offensive staring, or offensive touching.
- Engaging in or soliciting any sexual activities, including, but not limited to, unwanted or inappropriate touching, unwanted or inappropriate advances, harassment, or indecent exposure.
- Defacing, damaging, or soiling library materials.
- Misusing, damaging, soiling or defacing library furniture, buildings, or equipment, including computer systems.

Conduct that disrupts the normal function of the library, including, but not limited to the following, is prohibited:

- Engaging in activity that is disruptive to other patrons or staff. This includes using electronic devices, or other personal equipment that are noisy or distracting, running in the building, or speaking loudly.
- Petitioning, soliciting or selling merchandise or services without written permission from the County Librarian.
- Fraudulent use of another's library card and/or number for any purpose.
- Using the library while barefoot, shirtless or without outer clothing and footwear.
- Offensive, pervasive and persistent odors, so as to constitute a nuisance that unreasonably interferes with others' enjoyment of the library.

Misuse of library buildings, facilities, or equipment, including, but not limited to the following, is prohibited:

- Sleeping in the library or on library grounds.
- Using alcohol, tobacco or related nicotine products or controlled substances.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

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- Bringing bikes, skateboards or motorized carts into library buildings.
  - Other than strollers and mobility devices used by persons with disabilities, wheeled vehicles are not permitted in the library.
  - Skateboards and smaller wheeled items may be carried as personal items, or placed behind the circulation desk at the owner's own risk.
- Leaving personal items unattended.
- Personally monopolizing library space, seating, tables, or equipment to the exclusion of other patrons or staff.

2.1 Children in the Library:

Persons 17 years old or younger are defined as "children" for the purposes of this Policy.
Parents or legal guardians, whether present in the library or not, are solely responsible for their children's behavior, safety and welfare, at all times while the children are on the library premises.

- All children 9 years old or younger shall be at all times accompanied by a parent or caregiver who is at least 14 years of age. Adequate supervision requires that the responsible person be in close proximity or in sight of the child.
- Children 10–13 years old should be accompanied in the library by a responsible caregiver who remains in the building and maintains responsibility for the children.
- Children 14 years and older may use the library unattended, subject to the general rules set forth for all patrons of the Colusa County Free Library.

Parent, Guardian, and Caregiver responsibilities:

- Parents or legal guardians are responsible for any damages to library property caused, in whole or in part, by their children, regardless of the child's age.
- Parents, legal guardians or caregivers are responsible for maintaining control over their children's behavior in the library, at all times.
- Parents, legal guardians or caregivers accompanying children (9 years or younger) must stay within a reasonable distance (minimally within eyesight) of their children, at all times.
- Parents, legal guardians or caregivers are responsible for having their children, 16 years of age or younger, picked up from the library by the time the library closes.
  - If children in this age group are not picked up from the library by closing, the library staff will contact appropriate law enforcement and ask that an officer be dispatched to the library to stay with the child until their ride arrives. Neither the County, the Police Department, the Sheriff's Office, nor the library is responsible for or liable for the safety or welfare of children who are left on the library premises after closing.

2.2 *Service Animals and Emotional Support Animals in the Library*

The Colusa County Free Library follows the American with Disabilities Act (ADA) guidelines and laws regarding service animals.
Definitions:

- *Service Animal*: Under Titles II and III of the ADA, the definition of a service animal is as follows: "A service animal is a dog that is individually trained to do work or perform tasks directly related to the person's disability." Examples of service animal tasks include guiding a person with vision impairment, pulling a wheelchair, alerting a person who has a seizure disorder, and providing physical support and assistance with balance and stability.
- *Emotional Support Animal*: To legally be considered an emotional support animal, the animal needs to be prescribed by a licensed mental health professional to a person with a disabling mental illness. A therapist, psychologist, or psychiatrist must determine that the presence of the animal is needed for the mental health of the patron.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

When a patron enters the library with an animal, staff will ask the individual:

- Is the dog a service animal required because of a disability?
- What work or task has the dog been trained to perform?

Only trained service dogs are allowed inside the library. Staff will ask individuals to remove their Emotional Support Animals.

Staff can ask an individual to remove their service dog if the dog is out of control and the individual cannot get the dog under control, or if the dog eliminates in the library.

Service animals must be with their owner at all times, and be harnessed or leashed.

Owners shall prevent other patrons from touching or petting their service animal.

Service animals may not be on furniture or blocking walkways.

If a service animal defecates, urinates or destroys any property, the owner is responsible for cleaning the area and/or repairing or replacing library property.

2.3 Internet and Computer Use Policy

The Colusa County Free Library provides public access to the Internet as part of its mission to deliver services and materials to meet the information needs of its patrons. Access may be revoked or suspended by the library and its staff at any time in their sole discretion.

Computer Sign-in and Usage

- The library's public computers are available on a first come first serve basis. The library uses a manual reservation system to ensure that this process works in an equitable manner. All library patrons must sign in at the service desk to reserve a computer. Patrons do not need to sign out.
- Computer use does not require a Colusa County Free Library card.
- Patrons' sign-up for 30-minute blocks of computer use time. After completing the first 30-minute reservation, a patron may continue to use their workstation for an additional 30 minutes if there is no one else signed ~~in and~~in and waiting to use a computer.

The library's computer workstations are in public areas. Since others may be involuntarily exposed to what is viewed, the library asks that each user exercise good judgment and consideration of others. Some materials, such as sexually graphic materials or very personal information, may be more appropriate for viewing in the privacy of one's home, rather than in a public library setting.

If library staff becomes aware of audio or visual matter that would interfere with the maintenance of a safe, welcoming and comfortable environment for the other patrons, the offending computer user will be asked to change the screen.

The library wishes to make the Internet and all computer resources available to anyone who respects the rights and property of others, and who abides by the library's rules and procedures. Failure to appropriately consider the rights of others may lead to the loss of computer privileges for a finite period.

The Colusa County Free Library offers filtered access to the Internet by default. Juvenile patrons under 17 years of age are required to obtain parental consent for access to the Internet. Forms are available at the front desk or can be granted on the child's library card application form.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

LIBRARY USAGE POLICY AND USER AGREEMENT

POLICY NUMBER: 507
DATE ADOPTED: May 3, 2016

Computer use is at the discretion of library staff. Staff is available to facilitate use of the Internet and to answer questions or concerns. At times of heavy computer use by the public, recreational computer use may be suspended to allow students to complete homework assignments, or others to conduct time-sensitive business.

The library provides access to the Internet for the purpose of researching electronic information resources. Users may use the computer workstations to browse, print, or transfer files to personal storage devices.

The library does not provide e-mail accounts. However, patrons may access free, Web-based e-mail accounts through library Internet stations.

Colusa County Free Library disclaims any warranty as to the quality or accuracy of electronic information via the Internet. The Colusa County Free Library shall have no liability for any direct, indirect or consequential damages related to the information contained therein.

The computer work stations and Internet are public and open to any and all patrons at the library; therefore, the Colusa County Free Library does not guarantee privacy nor should anyone using library computers or accessing library Wi-Fi have any expectation of privacy or confidentiality. Use of library computers and its Wi-Fi network is subject to monitoring by the library and its staff in their sole discretion.

The library's computer stations or Internet may not be used for any unlawful purpose. Users must respect all copyright laws and licensing agreements pertaining to software files and other resources obtained via the Internet.

Patrons may not attempt to alter or damage computer hardware or software. Software must not be installed or run from any drive. The library does not allow the use of personal software.

Library equipment may not be unplugged, moved, removed, or otherwise modified. Users may not attempt to reconfigure systems or software or in any way interfere with the system set-up.

Users may not use the network to make unauthorized entry or hack into other computational, informational, or communication services or resources. Users may not invade the privacy of others or engage in any activity that is harassing, defamatory or threatening; or receive or display text or graphics which may reasonably be construed as obscene as defined by law.

Illegal activities will be subject to prosecution by the appropriate law enforcement authorities.

All library users are expected to use library resources, including the Internet, in a responsible and courteous manner, consistent with the educational and informational purposes for which the resources are provided. All library users must abide by the library's Rules of Conduct and Internet rules and procedures. Please read those rules and familiarize yourself with their requirements.

Violations may result in the loss of Internet use and/or library privileges.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

3. Facilities Policy

3.1 Morse Conference Room and Meeting Spaces

The Colusa County Free Library encourages public use of its meeting facilities in keeping with the library's mission.

The Meeting Spaces Policy establishes general guidelines and procedures for the use of the library's meeting rooms. While these guidelines and procedures are intended to be comprehensive, other guidelines and rules may be identified and enforced, on a case-by-case basis, as the County Librarian deems necessary under specific circumstances, as they may arise.

The County Librarian or their appointee is responsible for implementing this Policy and for maintaining reservation lists. The County Librarian, or their designee, shall have the authority to end meetings and/or clear/close meeting rooms, as they deem necessary, to protect the health, safety and welfare of individuals and property, and to maintain proper use of the library facilities.

Use of library meeting rooms by any group signifies acceptance of the terms of this Policy.

Uses
Meeting rooms at the Colusa County Free Library are designed to meet general informational, educational, cultural, and civic needs including activities such as discussion groups, panels, lectures, conferences, seminars, films, etc.

Fees
There is no charge for meeting room use.

No Endorsement
Use of the library's meeting rooms by participants does not constitute library or County of Colusa endorsement of materials (written, audio, etc.), opinions, or viewpoints of attendees or participants. Advertisements or announcements implying such endorsements are not permitted.

Access for All
Groups utilizing the library building, do so with no expectation of privacy. All meetings and activities are subject to oversight by library staff. Illegal activities will not be permitted, and will result in the group being asked to leave or the proper legal authority called.

Restrictions
- Meeting rooms may not be used for
  - Social gatherings such as showers, birthday parties, dances, or family reunions.
  - Religious services (religious study groups and political forums are permitted).
  - Political campaigns.
  - Solicitation, admission or other charges, money-raising activities, and/or sales. This guideline is waived for all library-related programs and library fundraising activities.
- County or library needs may preempt any other scheduled event.
- The Morse Conference Room can only be reserved during normal library operating hours per the "Reservation" procedure noted below; unless otherwise approved by the County Librarian or appointed staff.
- The Morse Conference Room may be used outside of library hours, provided that all forms are completed and rules are followed.
- Smoking, tobacco products and alcoholic beverages are not allowed.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

LIBRARY USAGE POLICY AND USER AGREEMENT

POLICY NUMBER: 507
DATE ADOPTED: May 3, 2016

Reservations
Requests for reservation forms for the conference room may be obtained by telephone, in person or in writing. Requests will be honored on a first-come, first-served basis.

- A completed reservation form must be on file 48 hours prior to the meeting. Forms are available at the library. Completed forms must be submitted in person.
- Reservations are accepted up to six months in advance. Only one reservation can be submitted at a time. Only library or library related groups, or County of Colusa employees, in the course and scope of their employment, can reserve a meeting room for more than one month at a time.
- To provide an opportunity for all groups to use the meeting room, a group may use a meeting room only once each. Any exceptions to this rule must be approved by the County Librarian.
- Notice of cancellation should be made as soon as possible. After 30 minutes a group forfeits its reservation if it fails to appear as scheduled.
- Groups may not assign their reservations to other groups.

Care and Use of Facilities
Organizations and their representatives/members are responsible for their own set-up and cleaning of the meeting room. Chairs and tables are to be replaced in the set-up arrangement. No set-up, take-down or cleaning will be provided by the library.

- Meeting rooms are to be left as they are found. If the furniture is rearranged, it should be returned to the original arrangement at the end of the meeting.
- Furniture and/or equipment from the main area of the library may not be brought into the meeting rooms.
- Personal furniture or equipment may be provided by a group with prior approval. Arrangements for the use of personal furniture or equipment should be made at the time reservations are made.
- Equipment, supplies, or personal effects cannot be stored or left in library meeting rooms before or after use. The library and County is not be responsible for materials, equipment, supplies, or personal effects of those using the Conference Room.
- Exits must be kept unlocked at all times. Open aisles must be maintained within the seating arrangements to provide clear access to the exits.
- Public entrances are to be used for entrance to and exit from the building, and for all deliveries.
- No announcements or notices to publicize an activity may be posted or distributed without prior approval from the County Librarian.
- Attendance at meetings will be limited to the capacity of the individual meeting rooms as posted therein. Seating and/or supplementary furniture are not allowed in corridors outside the meeting rooms.
- Simple refreshments including coffee, doughnuts, box or sack lunches, may be served, but kitchen facilities or equipment will not be provided by the library.
- All trash resulting from the serving of refreshments must be removed by the organization and thrown in the dumpster on the northwest corner of the building.
- The individual making the reservation, as well as the membership of the group as a whole, will be held responsible for any and all damages and losses that may occur as a result of the use of the facilities.
- Permission to use library meeting rooms may be withheld from groups failing to comply with the Meeting Room Policy and from any group that damages the room, carpet, equipment, or furniture or causes a disturbance.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

3.2 Bulletin Board and Display Area Policy

Bulletin Boards

Bulletin boards are provided by the Colusa County Free Library as a community service to publicize local groups, meetings, cultural events, non-partisan political groups, fundraising events for nonprofit organizations, educational opportunities (educational or instructional opportunities may be posted, regardless of whether they are of a for-profit or nonprofit nature), or other services that are of a nonprofit nature.

The library's bulletin boards and display areas are designed and intended to directly aid and supplement the primary activities of the library and the County of Colusa. All library and/or County activities will take precedence over non-library activities, publications or displays. Items may be rejected for lack of space.

The bulletin board is not to be used for advertising for commercial purposes, including but not limited to personal ads, campaign literature, baby-sitting and garage sales.

The date items are received will be noted by library staff and the items will be removed after two weeks, when they are no longer timely or when space is required for more current items.

Items posted on library bulletin boards can be seen by all patrons who walk into the building. The displaying and placement of any exhibit is at the sole discretion of the County Librarian.

Members of the public are not permitted to post notices. Only authorized library personnel may post notices on library bulletin boards. Any notice to be considered for posting must be submitted to library staff for approval. Notices posted without authorization will be removed.

The library does not advocate or endorse the viewpoints of organizations permitted to post notices on the library bulletin board. The library accepts no responsibility for loss or damage to any item accepted for posting. All posted items are discarded after they are removed.

Failure to comply with these rules may result in denial of future posting privileges.

Display Cases

The Colusa County Free Library provides a glass display case at the main branch in Colusa for displays of interest, information and enlightenment to the community. Individuals, organizations, or community groups engaged in educational, cultural, intellectual, or charitable activities are encouraged to use the library's display case. Any individual, organization or community group wanting to use the display case must complete an application and agree to the terms of this Policy. Displays are available to anyone who visits the library. The displaying and placement of any exhibit is at the sole discretion of the County Librarian.

The Colusa County Free Library is not responsible for the preservation, protection, damage to or theft of any item displayed. All items placed in the library are done so at the owner's risk. Use of the display case indicates acceptance of this policy.

The Colusa County Free Library reserves the right to deny or accept the contents of each display and/or to remove items at the end of the display period. The Colusa County Free Library does not advocate or endorse the viewpoints of individuals, organizations or community groups or their displays.

Materials from for-profit organizations used to sell products are not allowed in library displays.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

4. Collections Policy

4.1. *Collections Development*

General Statement

The Colusa County Free Library's Collections Policy supports the direction, goals, and objectives of the library as a whole. The ~~primary mission of the~~ library ~~is to be an asset for reading, learning, and community for the diverse populations in the library's service are~~serves as a center for voluntary inquiry and the dissemination of information and ideas; its collection meets the broad and diverse interests of the community and respects both the library's autonomy and the community's needs. The library is guided by the right of the public to receive access to a range of social, political, aesthetic, moral and other ideas and experiences, in accordance with the California Freedom to Read Act, AB 1825.~~a.~~

The library selects materials in a variety of formats and languages that best serve the needs of the community. Selections are made by library staff to provide a broad and relevant collection, while being good stewards of the community's tax dollars. Material selection is based on ~~awareness of~~ community interests and concerns, national and international issues and events, publishing trends, new insights, societal trends, and the professional judgment of selectors regarding the material's value to the library's collection. It is the library's intention that the collection addresses the needs and interests of its communities, and, as much as possible, reflects the diversity of the entire Colusa County Free Library service area. The library participates in regional, state and national cooperative networks, facilitates interlibrary loan. It is partnered with four contract libraries including Folsom Public Library, Woodland Public Library, Sutter County Public Library and Sacramento Public Library.

4.1.1. *Access*

The library will uphold the freedom to read as expressed in the Library Bill of Rights, the Freedom to Read statement, the Freedom to View statement and the Free Access to Materials for Minors statement adopted by the American Library Association. While anyone is free to select or reject materials for themselves or their own minor children, the freedom of others to read or inquire will not be restricted. The library does not stand *in loco parentis* (in the place of parents). Parents and guardians, not the library staff, have the responsibility to guide and direct the reading, listening, and viewing choices of their own minor children.

4.1.2. *Objectives of the Collection*

Responsibility for Selection

The responsibility for the selection of library materials ultimately rests with the County Librarian. Under the librarian's guidance, the professional staff has responsibility for the selection of materials. All staff members and the general public are encouraged to recommend materials for consideration. The library collection shall be an unbiased and diverse source of information, representing as many viewpoints as possible.

Selection Criteria

The Colusa County Free Library selects materials for its collection for audiences of all ages in whatever format is most appropriate in accordance with professionally accepted guidelines. No material will be excluded because of the race, nationality, religion, gender, sexual orientation, or political or social views of the author. Selection of materials does not imply agreement with, approval or endorsement of the content, viewpoint, implication, or expression of the material.

General criteria for selecting materials include but are not limited to:

- Patron interest/request
- Relevance of subject matter

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- Historical significance of author or subject
- Timeliness of material
- Value of maintaining already established collection depth
- Local emphasis
- Suitability of subject and style for the intended audience
- Diversity of viewpoint
- Quality
- Price and format
- Reputation of publisher
- Budgetary constraints

Additional criteria for the evaluation of Nonfiction materials:

- Authority
- Comprehensiveness and depth of treatment
- Clarity
- Accuracy
- Demand within a subject area

Additional criteria for the evaluation of Fiction materials:

- Representation of significant literary or social trends
- Literary merit
- Vitality and originality
- Author's popularity and reputation within the world of literature

Additional criteria for the evaluation of video, audio, music and other non-print formats:

- Technical quality of production
- Appropriateness to the interests and skills of the intended users
- Artistic merit

Electronic resources such as e-books, e-serials (including journals), government documents, databases (including locally mounted, full text or not), electronic files, reference tools, scores, maps, or pictures in electronic or digital format, including materials digitized by the library, are subject to the same general selection criteria as other materials.

An item does not have to meet all of the above criteria in order to be acceptable. Materials, which do not meet these criteria, may be recommended for purchase to satisfy high level of reader interest.

4.1.3. *Special Collections*

Local History/Genealogy

Providing access to the history of Colusa County, its communities and the surrounding area is an important function of the library. Works by and about local authors, and materials relating to the history of the County shall be sought, subject to the selection criteria.

This is a reference collection of books, newspapers, microforms, maps, cemetery records, periodicals and reference materials relating to local history and genealogy. Many of the materials in this collection are "one-of-a-kind" and cannot be replaced; therefore, they are available for use in the library only.

Books and other materials are added to this collection as they become available for purchase, and through donations of materials in good physical condition that meet the library's criteria for relevance. County high school ~~year books~~yearbooks are also maintained but are dependent upon fiscal resources or donations. The *Colusa Sun Herald*, *Pioneer Review*, and other local newspapers are maintained on microfilm and can be viewed at the library.

Rare Books

This is a reference collection of rare or out of print books, which includes books deemed of particular historic value or those that were a part of the library's original collection. Many of the materials in

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this collection are "one-of-a-kind" and cannot be replaced; therefore, they are available for use in the library only.

4.1.4. *Controversial Materials*
Individual items, which, in and of themselves, may be controversial or offensive to some patrons or staff, may be selected. Their inclusion will contribute to the range of viewpoints in the collection as a whole and the effectiveness of the library's ability to serve its community. Their inclusion is at the discretion of the County Librarian.

CONCERNS REGARDING LIBRARY MATERIALS

Persons raising concerns about a book or other material in the library collection should provide a written explanation of their objections, citing specifics from the material in question. Library administration will respond in writing within 30-days to the request following a review of the item with other library staff members based on the content, circulation and usage. Only persons who live within the Colusa County Free Library service area are permitted to request a resource be reconsidered. Once an item has undergone the reconsideration process, it cannot be reconsidered by the library (regardless of who requests the reconsideration) for five (5) years.

4.1.5. *Limits of the Collection*
In consideration of patron demand, appropriateness for the collection, budget and space constraints, and other information sources available in the community (e.g., school libraries, community college library, and the Internet), not all materials available will be collected or maintained by the library.

4.1.6. *Weeding and Discarding Policy*
The term *weeding* is used to describe the activity of seeking out items that are no longer useful or appropriate for the collection. The purpose of discarding materials from the collection is to maintain an accurate and up to date collection for library patrons.

Weeding the collection is an ongoing process and is the responsibility of the librarian. The goal of the Colusa County Free Library is that each section of the collection is to be weeded on an annual basis to keep the collection accurate and up-to-date.

Materials are discarded from the collection using the CREW (Continuous Review, Evaluation, and Weeding) guidelines for weeding. Items that are weeded from the collection include ones that are: misleading or factually inaccurate; damaged, soiled or worn; outdated or superseded by a new edition or newer title on the same subject; trivial or have no discernible literary or scientific merit; irrelevant to the needs and interests of the community or contain information that may be obtained more easily elsewhere. Materials that have not been borrowed in a chosen time period, duplicate titles no longer needed or damaged materials are also considered for discarding.

Items in damaged or outdated condition will be thrown away. Items in good condition may be sold by the Friends of the Colusa County Free Library or donated to charitable agencies.

4.1.7. *Preservation*
The Colusa County Free Library is committed to providing appropriate physical and environmental care to the materials in its current collection.

4.1.8. *Reevaluation of Collection Development Policy*
The Colusa County Library Collection Development Policy is reviewed every three years so that it adequately reflects changes in the library's goals and patrons' needs.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

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Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

4.2 Policy on Donations to the Library

The library welcomes contributions of funds, assets and in-kind donations. Offers of donations, whether for funds, assets or "in-kind" services, may be made directly to the library or through the Friends of the Colusa County Free Library organization (Friends).

The Friends is a philanthropic membership organization that, in addition to its general advocacy of library services for the Colusa community, also raises funds for the library through assessment of organizational membership fees, book and merchandise sales, and fundraising events. Although the Friends work closely with the library, it is an independent, private organization and, accordingly, it has its own policies and procedures. All donations given to the Library by the Friends of the Colusa County Free Library are subject to the provisions listed in the library's Fundraising Policy.

The library may receive financial donations in the form of bequests, endowments, memorials, planned giving, trusts and general financial donations. Overall, library donation practices and policies must be ethical and sound and should have a goal of furthering the library's vision, goals, objectives and priorities.

All activities conducted on behalf of the library and its collections, services, programs and facilities, and the solicitation of funds for this purpose, are under the supervision and approval of the county librarian and the County. The county librarian may request the assistance and consultation of qualified staff in order to effectively plan activities.

The Board of Supervisors reserves the right to accept or reject any donation, endowment, memorial, honorarium, bequest or trust offered to or for the library.

4.2.1. *MONETARY DONATIONS*

The library welcomes monetary donations. These funds may be used for library materials, library furniture, equipment or property, or to sponsor library programs.

Unrestricted Monetary Donations

- The library encourages unrestricted monetary donations.
- Unrestricted monetary donations may be expended for purposes as authorized by the County Librarian, including such uses as additions to the library's collection, computer services, or facility purposes.
- Unrestricted monetary donations may be made for the purpose obtaining Library furniture or equipment, and in such cases, the library will acknowledge the donation and use in writing directed to the donor.

Restricted Monetary Donations

- Restricted monetary donations are those for which the donor places conditions and/or stipulation upon the use of the funds.
- When restricted monetary donations are accepted by the library, they are expended according to the donor's conditions and stipulations. If the library is unable to adhere to the donor's stated conditions or stipulations, it will not accept the donation.
- Restricted monetary donations may be made for the purpose of expanding the library's collection, and in such cases, the donor may suggest a subject area or format for which the funds may be applied. The library will attempt to honor the donor's wishes, as long as suggested materials are: (1) consistent with the Library's Materials Selection Policy, and (2) fit within the library's available space. Materials acquired by use of unrestricted monetary donations will generally be made by the library staff. When appropriate and requested by the donor, a gift plate will acknowledge the donation. Donations made for obtaining materials through a 'subscription' must be made in an amount that will cover a two-year subscription commitment.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

4.2.2. *DONATIONS OF MATERIALS*
The library welcomes donations of materials that are appropriate for library uses. All materials offered as donations to the library will be evaluated by the library staff to ensure the acceptability of such materials to meet the library's purposes. All donated items become the property of Colusa County Free Library. The library has the right to discard any gifts in poor physical condition (e.g., brittle paper, water or mildew damage, torn and/or missing pages).

The library staff will determine which donated materials are appropriate for addition to the library's collection. Donated materials that are not added to the library's collection will be given to the Friends and will be sold by the Friends; the proceeds from such sale shall then be provided to the library.

Donations of materials to the library may not be subject to conditions or stipulations by the donor. Receipts are given upon a donor's request. Donors are responsible for recording donations and estimating the value of the materials.

4.2.3. *IN-KIND DONATIONS*
The library may accept in-kind donations, such as merchandise coupons, complimentary admissions, or services that are provided in support of the library's programs. In-kind donations will be acknowledged in the library's promotional materials as appropriate.

4.2.4. *GENERAL CONSIDERATIONS*
All publications, conversations, practices and agreements regarding donations to the library shall be truthful and fair, Information related to a donation will be kept confidential to the degree agreed upon between the library and the donor, and as allowed by applicable laws and regulations. However, donors understand and acknowledge that the library is a department within the County of Colusa, and all donations made to the library are subject to public disclosure pursuant to the California Public Information Act.

Library employees and/or volunteers may not make any promises to donors, may not seek or expect any favoritism from a donor, and may not agree to any donor-directed changes in the vision, policies, services, collections or programs of the library, as a result of a solicitation from or contribution by a donor.

All donations to the library, including monetary, pledges (e.g., unconditional promise to give funds) securities, trusts, insurance policies, real estate, assets and in-kind donations, shall be officially recorded in the library's records and shall be officially acknowledged by the library or County.

All funds raised by or for the library for specific purposes shall be used for the purpose for which they were raised. All donors have the right to request and obtain complete and timely information concerning how their donation was/will be used.

Donor relationships or agreements must maintain the library's principle of intellectual freedom, safeguard the library's equity of access and support the library's policies against discrimination and supporting library patron confidentiality, to the extent permitted by State and Federal laws.

The library will follow generally accepted accounting principles relating to the accounting and crediting of all donations.

The library reserves the right to terminate any donation agreement, should it identify conditions during the life of the agreement, which would result in conflicts between the donation and the goals, purposes and/or would be contrary to the best interest of the library.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

LIBRARY USAGE POLICY AND USER AGREEMENT

All donors are to be treated with respect and with the degree of confidentiality they desire; to the extent confidentiality is permitted by State and Federal laws. Donors are to be provided with honest and accurate information about the library's mission, services, programs and status.

While it is important that the County Librarian remain aware of any tax provision relating to contributions, the library must not take any action or make any statement that implies that the library or a staff member represents the donor in any transaction. The library should clearly state that the donor should contact a professional advisor in all questions of donation valuation and/or deductibility.

All sponsored or donated products, materials, and services must meet the standards used by the library in the purchase of similar materials.

No library employee will be required to wear or should personally display any corporate logo or advertising, other than that of the Colusa County Free Library or the County of Colusa.

Donor names are public information.

The prospect and donor files (including databases) are the property of the library.

Library employees and volunteers may not use or hold any donor list or identification for any uses other than the advancement of the library.

Upon receipt of a donation, the library will acknowledge it promptly. Acknowledgement of a donation may take any of the following forms, or another form, at the discretion of the library and/or the donor:

- A special program or media campaign to announce donation.
- Library bookplate(s) with the donor's name.
- A small, standardized plaque placed on or near a physical object or feature in a~~l~~ Library building.
- Acknowledgement in a library promotional publication, display, advertisement, web page or banner.
- Announcement at a library program.

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

Appendix A: Fines and Fee Schedule

The purpose of this policy is to communicate the fees and fines that Colusa County Free Library is authorized to collect.

Fees and Fines	Rate
Overdue, long overdue and lost library materials	
The Colusa County Free Library is fine free, meaning you won't be charged for overdue materials, but will be billed for overdue items 3 weeks beyond the due date for the cost to replace the item.	Replacement cost, plus the cost of processing materials, to be determined on a case-by-case basis.
Fee for lost or damaged magazines, newspapers and other periodicals.	$5.00/item
Fees for lost library materials are determined by market value and cost to replace the item.	Replacement cost, plus the cost of processing materials, to be determined on a case-by-case basis.
Interlibrary Loan	
Colusa County Free Library patrons are not charged to obtain materials through interlibrary loan unless the lending institution requires prepayment.	Patrons are responsible for prepayment fees to the lending institution.
Photocopies or scanning of periodicals, special collections, local history and genealogy, or other materials not lent out.	$0.15/page, b/w $0.25/page, color
Fines for all overdue interlibrary loan materials- no maximum Minimum fine charged/item for replacement after 20 days late	$2.00/calendar day up to 20 days $100.00
Damaged materials- fines and fees are not charged for normal wear and tear	
Barcode Replacement	$.50
Book Cover Replacement	$3.00
Case Replacement – Audiobook, DVD or Video	$5.00
Replacement of materials beyond repair is determined by the cost to	Replacement, plus the cost of processing materials, to be

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

replace the item.	determined on a case-by-case basis
Library Cards	
Replacement library card	$3.00
Copiers and Other Services	
Photocopies and computer printouts (black and white)	$0.10 per page
Photocopies and computer printouts (color)	$0.25 per page
Paper copies from microform	$0.15 per page
Document faxing services – international faxes cannot be sent, only received	$0.50 per page sent or received
Meeting Rooms and Facilities	
Pending room availability, no fees are associated with usage of meeting rooms or library space. However, those using the spaces are responsible for damages incurred or costs associated with repairs and clean-up. To be determined by County Librarian.	

HISTORY
First Adopted: 5/11/99
Amended: 5/03/16

Attachment: Policy 507.25.09.05 UPDATE AB1825 (10785 : Library Policy 507 Update)

Library Policy 507 – Proposed Amendments (September 2025)

Summary of Changes for Board of Supervisors Review

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1. General Statement (Collections Policy)

Current Language	Proposed Language
The Colusa County Free Library's Collections Policy supports the direction, goals, and objectives of the library as a whole. ***The primary mission of the library is to be an asset for reading, learning, and community for the diverse population in the library's service area.***	*The Colusa County Free Library's Collections Policy supports the direction, goals, and objectives of the library as a whole. The library serves as a center for voluntary inquiry and the dissemination of information and ideas; its collection meets the broad and diverse interests of the community and respects both the library's autonomy and the community's needs. The library is guided by the right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences, in accordance with the California Freedom to Read Act, AB 1825.*

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2. Section 4.1.4 – Controversial Materials

Current Language	Proposed Language
No language on process for reconsideration requests.	**Concerns Regarding Library Materials** Persons raising concerns about a book or other material in the library collection must provide a written explanation of their objections, citing specifics from the material in question. Library administration will respond in writing within 30 days of receipt, following a review of the item with other library staff members based on the content, circulation, and usage. Only persons who reside within the Colusa County Free Library service area may request that a resource be reconsidered. Once an item has undergone the reconsideration process, it cannot be reconsidered by the library (regardless of who submits the request) for five (5) years.

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3. Technical Updates

- Adjusted spacing and formatting throughout the document.
- Corrected the **Table of Contents** to reflect pagination changes.

Attachment: Library Policy 507 easy to read amendments (10785 : Library Policy 507 Update)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: Public Works/Road Department

FROM: Colt Esenwein

SUBJECT: Adopt A Resolution to Install A Multi-Way Stop Sign at the Intersection of College City Road and 7th Street and Authorize the Road Commissioner to Direct the Installation of Same

Adopt a Resolution to Install a Multi-Way Stop Sign at the Intersection of College City Road and 7th Street.

Detailed Description/Background of request

The intersection of College City Road and 7th Street in College City currently operates as a two-way stop with stop controls on the eastbound and westbound approaches (7th Street). Traffic on College City Road currently flows without stop control in both northbound and southbound directions.

The Public Works Department and the Sheriff's Office has received repeated concerns from area residents and roadway users regarding pedestrian safety and overall traffic operations at this intersection. Pedestrians from surrounding residences, as well as those visiting the fruit stand on the southwest corner of the intersection, regularly walk to the College City Market located on the southeast corner throughout the day and evening. This pedestrian activity has increased the need for enhanced traffic control to ensure safe crossing opportunities and improved intersection operations.

In response, an engineering traffic study was conducted in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) criteria for multi-way stop control. The study analyzed traffic volumes, pedestrian activity, sight distances, crash history, and reported near-miss incidents. Findings indicate that the intersection meets the warrants for multi-way stop control based on:

1) Significant pedestrian activity accessing the College City Market
2) Significant pedestrian activity traveling to the fruit-stand/gathering area on the SW corner of the intersection.
3) Engineering judgment by a CA licensed Civil Engineer

This traffic control change will improve safety and general operations at the intersection by providing more consistent right-of-way control for all users.

Prior Board Action
None

Fiscal Impact/Funding Source
Estimated costs for the installation of the multi way stop sign are approximately $2,000 including all staff labor and material costs

Action for the Clerk
Please provide a Certified copy adopted Resolution to the Road Commissioner/Director of Public Works.

ATTACHMENTS:

- RESO College City 7th Street (DOCX)
- College City Road - 7th Street Multi Stop Engineering Study (PDF)

RESOLUTION NO.25-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA AUTHORIZING THE INSTALLATION OF A MULTI-WAY STOP AT THE INTERSECTION OF COLLEGE CITY ROAD AND 7TH STREET

WHEREAS, the intersection of College City Road and 7th Street currently operates under two-way stop control, with existing stop signs controlling eastbound and westbound traffic on 7th Street; and

WHEREAS, the Colusa County Department of Public Works and the Sherriff's Office have received multiple concerns from residents and roadway users regarding traffic safety at this intersection; and

WHEREAS, intersection operations were observed and traffic volumes were collected to develop an engineering traffic study in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD), and the study determined that the intersection meets warrants for multi-way stop control based on observed activity and engineering judgement, and

WHEREAS, installation of a multi-way stop sign control at this location would improve mobility operations for pedestrians, bicyclists, vehicles, trucks and other modes of the travelling public; and

WHEREAS, the installation of a multi-way stop control at this intersection will enhance public safety.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors of the County of Colusa hereby authorizes and directs the Colusa County Road Commissioner to install an R1-1 Stop Sign and all necessary pavement markings and signage to control northbound and southbound traffic on College City Road at 7th Street, thereby converting the intersection to a multi-way stop-controlled intersection.

SIGNATURES ON NEXT PAGE

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/ / / / / / /

Attachment: RESO College City 7th Street [Revision 1] (10789 : Stop Sign Installation at College City Road and 7th Street)

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, on this 7th day of October, 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____
Daurice K. Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

ATTEST: Marcos Kropf, Interim
County Administrative Officer

_____
Patricia Rodriguez, Deputy Clerk

Attachment: RESO College City 7th Street [Revision 1] (10789 : Stop Sign Installation at College City Road and 7th Street)

Attachment: College City Road - 7th Street Multi Stop Engineering Study (10789 : Stop Sign Installation at College City Road and 7th Street)

CA-MUTCD Multi-Way Stop Warrant Checklist

Intersection: Main Street & 7th Street, College City, CA



Section 1: Intersection Details

- Location: Main Street & 7th Street, College City, CA
- Intersection Type: Two-Way (Minor Street) stop sign control

Section 2: Warrant Criteria

Criterion	Description
1. Interim Signal Condition	Is this intersection awaiting a traffic signal installation due to a met signal warrant? (☐ Yes ☒ No) (If yes, a multi-way stop may serve as a temporary control.)
2. Crash History (Warrant A)	≥ 5 reportable crashes in past 12 months, or ≥ 6 in past 36 months (correctable types only). ☐ Meets threshold? ☐ Yes ☒ No Data: _____
3. Traffic Volume (Warrant D)	Major street: ≥ 300 units/hr, Minor street: ≥ 200 units/hr. If 85th percentile speed ≥ 40 mph → thresholds ~210 & 140. ☐ Meets threshold? ☐ Yes ☒ No Data: _____
4. Sight Distance (Warrant B)	Is sight distance inadequate for minor-street approach drivers even after stopping? ☐ Yes ☒ No
5. Additional Engineering Factors (Warrant E)	Site-specific factors: high pedestrian/bike traffic, similar road classifications, frequent conflicts, nearby school/transit. ☒ Yes ☐ No Notes: Adjacent Market/Pedestrians
6. Overall Engineering Judgment	Based on all data, does a multi-way stop improve safety and operations? ☒ Yes ☐ No

Section 3: Narrative

Community Concerns and Complaints

Residents living near the intersection of 7th Street and Main Street in College City have repeatedly expressed concern about the safety of pedestrians crossing Main Street to access the College City Market located on the southeast corner of the intersection. Numerous complaints have been received over the past several months from both local residents and market patrons, citing close calls with speeding vehicles and the lack of safe crossing opportunities. The market serves as a significant pedestrian attractor in this rural community, and pedestrian trips to and from the surrounding residential areas occur throughout the day, including during early morning and evening hours when visibility is reduced.

In addition to the market, there is a fruit stand and informal local congregation spot located on the southwest corner of College City Road and 7th Street. This location serves as a gathering place for residents and visitors, generating frequent pedestrian crossings between the fruit stand and the market across the street. The presence of this informal meeting spot contributes to increased foot traffic and results in additional pedestrian–vehicle conflicts at this intersection, particularly during times of higher activity such as weekends and late afternoons.

Pedestrian and Vehicle Conflict Points

The current two-way stop control, which only requires vehicles on 7th Street to stop, has proven inadequate for managing the conflicting movements of pedestrians and through traffic on Main Street. Vehicles traveling north and south on Main Street frequently maintain or exceed posted speeds due to the absence of any traffic control devices or impedance in the corridor. This creates a hazardous condition for pedestrians who must cross Main Street at uncontrolled approaches. While pedestrian volumes do not meet the traditional warrants for an all-way stop under MUTCD thresholds, the frequency of pedestrian crossings in this rural setting is significantly higher than typical and warrants additional safety measures.

Law Enforcement Recommendation

The Colusa County Sheriff's Department has conducted multiple patrols in the vicinity of the intersection and has documented both high speeds and risky pedestrian crossings, particularly during peak store hours. Following their review and community outreach, the Sheriff's Department has formally recommended the installation of multi-way stop control at this intersection to mitigate these conflicts and improve overall safety. Their position is based on the consistent pattern of observed pedestrian exposure and the lack of safe gaps in traffic on Main Street.

Proactive Safety Measure

Although there are currently no recorded pedestrian or vehicle collisions at this intersection, the conditions present a high potential for a serious incident, particularly a vehicle-versus-pedestrian collision. Given the rural context, limited nighttime illumination,

Attachment: College City Road - 7th Street Multi Stop Engineering Study (10789 : Stop Sign Installation at College City Road and 7th Street)

and proximity of a pedestrian generator (College City Market), the installation of an all-way stop sign control represents a proactive safety intervention. This measure aligns with MUTCD provisions that allow the use of multi-way stops to improve pedestrian safety where traditional volume or crash warrants are not met but where a clear hazard exists.

From: Jose Ruiz
Sent: Wednesday, July 9, 2025 2:26 PM
To: Michael Bradwell
Subject: Intersection at 7th and Main St College City

Given our previous understanding of residents from College City congregating at this intersection (7th Street at Main Street) because of the proximity of the local store, we agree on the necessity for intersection control.

Jose Ruiz, Lieutenant
Colusa County Sheriff's Office
Field Services Division
929 Bridge St.
Colusa, CA 95932
Office: 530-458-0238
Cell: 530-619-9548
jruiz@countyofcolusaca.gov

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 prohibited and may violate the law. If you are not the intended recipient, please contact the sender and destroy or delete all copies of the communication from your computer.

Attachment: College City Road - 7th Street Multi Stop Engineering Study (10789 : Stop Sign Installation at College City Road and 7th Street)



Attachment: College City Road - 7th Street Multi Stop Engineering Study (10789 : Stop Sign Installation at College City Road and 7th Street)



Attachment: College City Road - 7th Street Multi Stop Engineering Study (10789 : Stop Sign Installation at College City Road and 7th Street)

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

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

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

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2025/26					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Sheriff - Dev. Impact Fees	137	31960	000	8,664.00	IB-002
Sheriff - Dev. Impact Fees	144	31960	000	31,349.00	
Sheriff -Coroner	001	48030	571	31,349.00	
Building Fund	009	48030	480	8,664.00	
Sheriff - Dev. Impact Fees	137	59452	137	8,664.00	
Sheriff - Dev. Impact Fees	144	59452	144	31,349.00	
General Fund	001	31960	000	31,349.00	
Building Fund	009	57361	480	8,664.00	
Elections	001	45520	451	227,358.00	IB-003
Elections	001	51011	451	5,000.00	
Elections	001	51022	451	383.00	
Elections	001	53170	451	5,670.00	
Elections	001	53171	451	11,350.00	
Elections	001	53180	451	16,100.00	
Elections	001	53230	451	42,038.00	
Elections	001	53250	451	500.00	
Elections	001	53190	451	2,000.00	
Elections	001	53120	451	1,750.00	
Elections	001	53231	451	2,700.00	
Elections	001	31960	000	139,867.00	
Senior Nutrition	005	48030	833	(10,131.00)	IB-004
Public Health	005	48030	712	10,131.00	
Senior Nutrition	005	51035	833	(570.00)	
Senior Nutrition	005	53100	833	(840.00)	
Senior Nutrition	005	53229	833	(8,721.00)	
Public Health	005	51035	712	570.00	
Public Health	005	53100	712	840.00	
Public Health	005	53229	712	8,721.00	

Prior Board Action
None

Fiscal Impact/Funding Source
See detailed report on the attached adjustment forms.

Action for the Clerk
None

ATTACHMENTS:

- IB-002 - IB-003 FY25-26 (PDF)
- IB-004 (PDF)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff - Various

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2025.09.10 14:57:35 -07'00'

Explanation: Requesting to use fund balance and increase appropriations as listed below:
137- Increase Transfer Out amount to fund change order number 1 for Asphalt project number 7370 in the amount of $6,778.36. Increase Transfer Out in the amount of $1,885.00 for unexpected tree maintenance service for Asphalt project number 7370 for a total of $8,664.00
571- Increase revenue using SRF 144 fund balance to pay for salaries for evidence technician.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
137	31960	000	Fund Balance	$ 0.00	$ 8,664.00	$ 8,664.00
144	31960	000	Fund Balance	$ 0.00	$ 31,349.00	$ 31,349.00
						$ 0.00
001	48030	571	Transfers In	$ 0.00	$ 31,349.00	$ 31,349.00
						$ 0.00
009	48030	480	Transfers In	$ 2,321,829.00	$ 2,330,493.00	$ 8,664.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 80,026.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
137	59452	137	Transfer Out	$ 124,346.00	$ 133,010.00	$ 8,664.00
						$ 0.00
144	59452	144	Transfer Out	$ 0.00	$ 31,349.00	$ 31,349.00
						$ 0.00
001	31960	000	Fund Balance	$ 0.00	$ 31,349.00	$ 31,349.00
						$ 0.00
009	57361	480	Structures & Improvements>$5,000	$ 17,753,054.00	$ 17,761,718.00	$ 8,664.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 80,026.00

Fiscal Year: 2025/26

Board Date: 10/7/2025

Inter-Budget Log #: IB- 002

OpenGov Amendment #:

Attachment: IB-002 - IB-003 FY25-26 (10810 : FY25/26 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Clerk-Recorder-Elections

Submitted By: Morissa Lobato

Digitally signed by Morissa Lobato
Date: 2025.09.11 13:57:40 -07'00'

Explanation: Recognize and appropriate funds allocated to the Elections Department by the State of California to reimburse costs associated with conducting the November 5, 2025, Statewide Special Election.
*The Current Amt Budgeted is from B-26007 submitted 9/10/25

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	45520	451	State Mandated Reimbursement	$ 500.00	$ 227,858.00	$ 227,358.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 227,358.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	51011	451	Extra Help	$ 1,749.00	$ 6,749.00	$ 5,000.00
001	53170	451	Office Expense*	$ 8,348.00	$ 14,018.00	$ 5,670.00
001	53171	451	Postage	$ 13,158.00	$ 24,508.00	$ 11,350.00
001	53180	451	Professional/Special Services	$ 23,692.00	$ 39,792.00	$ 16,100.00
001	53230	451	Special Department Expense	$ 59,410.00	$ 101,448.00	$ 42,038.00
001	53250	451	Transportation & Travel	$ 3,500.00	$ 4,000.00	$ 500.00
001	53190	451	Publication & Legal Notices*	$ 1,700.00	$ 3,700.00	$ 2,000.00
001	53120	451	Maintenance-Equipment	$ 6,700.00	$ 8,450.00	$ 1,750.00
001	31960	451	Fund Balance	$ 0.00	$ 139,867.00	$ 139,867.00
001	53231	451	Software	$ 33,254.00	$ 35,954.00	$ 2,700.00
001	51022	451	OASDI	$ 13,468.00	$ 13,851.00	$ 383.00
						$ 0.00
					Total	$ 227,358.00

Fiscal Year: 2025-26
Board Date: 10/7/2025

Inter-Budget Log #: IB- 003
OpenGov Amendment #:

Attachment: IB-002 - IB-003 FY25-26 (10810 : FY25/26 Inter-Budgets for Approval)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: DHHS

Submitted By: Christine Fusaro

Digitally signed by Christine Fusaro
Date: 2025.09.24 16:03:02 -07'00'

Explanation: DHHS is requesting a budget adjustment to decrease revenue and appropriations for the Senior Nutrition Department 833 and increase revenue and appropriations for the Public Health Department 712.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
005	48030	833	TRANSFERS IN	$ 10,131.00	$ 0.00	-$ 10,131.00
005	48030	712	TRANSFERS IN	$ 822,177.00	$ 832,308.00	$ 10,131.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
005	51035	833	WORKER'S COMPENSATION	$ 570.00	$ 0.00	-$ 570.00
005	53100	833	INSURANCE	$ 840.00	$ 0.00	-$ 840.00
005	53229	833	INDIRECT OVERHEAD COSTS	$ 8,721.00	$ 0.00	-$ 8,721.00
005	510385	712	WORKER'S COMPENSATION	$ 13,401.00	$ 13,971.00	$ 570.00
005	53100	712	INSURANCE	$ 9,945.00	$ 10,785.00	$ 840.00
005	53229	712	INDIRECT OVERHEAD COSTS	$ 237,602.00	$ 246,323.00	$ 8,721.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

Fiscal Year: 2025/26

Board Date: 10/7/2025

Inter-Budget Log #: IB- 004

OpenGov Amendment #:

Attachment: IB-004 (10810 : FY25/26 Inter-Budgets for Approval)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

SUBJECT: Sitting as Colusa County Flood Control and Water Conservation District Provide direction to the Assistant County Administrative Officer regarding the removal of Kletsel Dehe Wintun Nation lands from the Benefit of Zone 3.

Sitting as Colusa County Flood Control and Water Conservation District
Provide direction to the Assistant County Administrative Officer regarding the removal of Kletsel Dehe Wintun Nation lands from the Benefit of Zone 3.

Detailed Description/Background of request
The Kletsel Dehe Wintun Nation submitted a formal letter to the Sites Project Authority on April 24, 2025, requesting removal of all Kletsel Dehe lands and interests from the Zone 3 mapping area. Following this communication, the Zone 3 Council sent a subsequent letter to the Colusa County Flood Control and Water Conservation District Board on September 3, 2025, formally requesting that the Board take action to amend the Zone 3 boundary map to exclude the Kletsel Dehe Wintun Nation.

In response to these requests, the Assistant County Administrative Officer seeks Board direction on whether to initiate the formal process to amend the Zone 3 boundaries and remove the Kletsel Dehe Wintun Nation from the mapped area.

Pursuant to California Water Code Section 123-601, the District may initiate a proposal for a Zone detachment. Should the Board choose to proceed, staff will prepare the necessary documentation and schedule a public hearing in accordance with statutory requirements.

Prior Board Action
Colusa County Flood Control and Water Conservation District adopted Resolution 24-07 on February 27, 2024 forming Zone of Benefit Number 3.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

ATTACHMENTS:

- 04.30.2025 Letter from Kletsel Dehe Wintun Nation (PDF)
- Z3 Letter to CCFCWCD 093025 (PDF)
- 24-007 Resolution of the CCFCWCD Forming Zone of Benefit Number 3 of the CCFCWCD (PDF)

KLETSEL DEHE WINTUN NATION

P.O. Box 1630 ♦ Williams, CA 95987 ♦ www.kletseldehe.org

April 24, 2025

RECEIVED
APR 30 2025
SITES PROJECT AUTHORITY

Jerry Brown
Executive Director
Sites Project Authority
P.O. Box 517
Maxwell, CA 95955

Re: Clarification and Request Regarding Inclusion of Kletsel Dehe Wintun Nation in Zone 3

Dear Mr. Brown,

The Kletsel Dehe Wintun Nation writes to seek clarification regarding the inclusion of our Rancheria within Zone 3 of the Colusa County Flood Control and Water Conservation District, as outlined in the February 27, 2024, resolution of the Colusa County Board of Supervisors.

We have no record of having been officially consulted or engaged regarding this inclusion. It is essential that decisions involving tribal lands or interests be made through direct, government-to-government engagement.

Therefore, we request the following:

1. That our Tribal Nation be removed from all Zone 3 mapping, planning, or financial mechanisms until such time as our Tribal Council has formally reviewed and approved such inclusion; and

2. That any future proposals involving Kletsel Dehe be brought forward through appropriate government-to-government consultation, in alignment with AB 52, CEQA/NEPA guidelines, the principles of tribal sovereignty, and California Executive Order B-10-11, which affirms the State's commitment to meaningful engagement with Tribal Nations.

We seek to maintain open lines of dialogue and mutually respectful relations with the County of Colusa, the Sites Project Authority, and all regional partners. However, we must express our deep concern and firm opposition to this project, which threatens to profoundly impact

570 - 6th Street. ♦ Williams, CA 95987 ♦ (530) 473-3274 Phone ♦ (530) 473-3301 Fax

Attachment: 04.30.2025 Letter from Kletsel Dehe Wintun Nation (10838 : Discussion re detaching land from Zone of Benefit Number 3)

and, in effect, desecrate lands of great cultural significance to Patwin tribes, including our own.

Should there be interest in including the tribe in Zone 3 or related infrastructure planning, we expect that such interest be conveyed through a structured and government-to-government process.

Sincerely,

Charlie Wright
Chairman
Kletsel Dehe Wintun Nation

CC:
Colusa County Board of Supervisors
Colusa County Flood Control and Water Conservation District
Colusa Indian Community Council (Cachil Dehe Band of Wintun Indians)
Yocha Dehe Wintun Nation

Attachment: 04.30.2025 Letter from Kletsel Dehe Wintun Nation (10838 : Discussion re detaching land from Zone of Benefit Number 3)

Zone 3 Council

Halbert Charter
Jonnalee Dunn
James Peterson
Gerald Rominger
Jamie Traynham

CCFCWCD -
Zone of Benefit No. 3

Mike Urkov
General Manager
(916) 712-0150

September 3, 2025

Daurice Kalfsbeek Smith, Chair
Colusa County Flood Control and Water Conservation District
547 Market Street
Colusa, CA 95932

Re: Kletsel DeHe Wintun Nation Request for Removal from Zone 3

Dear Chair Smith:

In an April 24, 2025 letter to the Sites Project Authority, the Chairman of the Kletsel DeHe Wintun Nation, Charlie Wright, requested removal from the Colusa County Flood Control and Water Conservation District Zone of Benefit No. 3 (copy of the letter attached). After consultation with County of Colusa staff, we have determined that the best way to remove Kletsel DeHe Wintun Nation from the Zone 3 map is through a formal action of the Colusa County Flood Control and Water Conservation District Board. If possible, we request that such a removal be considered at the next CCFCWCD meeting.

In the meantime, we will honor Chariman Wright's request and consider the Kletsel DeHe Wintun Nation external to Zone 3 business. The Kletsel DeHe Wintun Nation was included in the original map to provide access to Sites Reservoir water in the event they chose to become a participant in the future. We regret any confusion this may have caused.

Please let me know if you have any questions.

Sincerely,

Mike Urkov
General Manager
Zone 3

Copies: Kletsel DeHe Wintun Nation
Sites Project Authority
Attachment: letter from Chairman Wright to Executive Director Brown

Attachment: Z3 Letter to CCFCWCD 093025 (10838 : Discussion re detaching land from Zone of Benefit Number 3)

RESOLUTION NO. 24- 07

A RESOLUTION OF THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FORMING ZONE OF BENEFIT NUMBER 3 OF THE COLUSA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

WHEREAS, the Board adopted Resolution 24-05, a Resolution of Intention to Form Zone of Benefit No. 3 of the Colusa County Flood Control and Water Conservation District (District) on January 30, 2024; and

WHEREAS, notice of the hearing has been given pursuant to Section 6066 of the Government Code; and

WHEREAS, on February 27, 2024, the District held the necessary public hearing and provided an opportunity for eligible voters to file protests against the formation of Zone of Benefit No. 3; and

WHEREAS, there were not written protests signed by a majority in number of the eligible voters within the proposed zone of benefit filed with the District; and

WHEREAS, the estimated expense of carrying out the purpose of the zone of benefit is $270,000.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Colusa County Flood Control and Water Conservation District hereby forms the Zone of Benefit Number 3 of the Colusa County Flood Control and Water Conservation District the jurisdictional boundaries are defined in the map attached hereto as Attachment "A" for the purpose of facilitating participation in the Sites Project by participating landowners within the jurisdiction of the Zone of Benefit.

RESOLUTION PASSED AND ADOPTED this 27th day of February, 2024 by the following vote:

AYES: Supervisors J. Merced Corona, Kent S. Boes, Daurice K. Smith and Gary J. Evans.

NOES: None.

ABSENT: Supervisor Janice A. Bell

Gary J. Evans, Chair
Colusa County Board of Directors,
Colusa County Flood Control and
Water Conservation District

ATTEST:
Wendy G. Tyler
Clerk to the Board of Directors
Colusa County Flood Control and
Water Conservation District

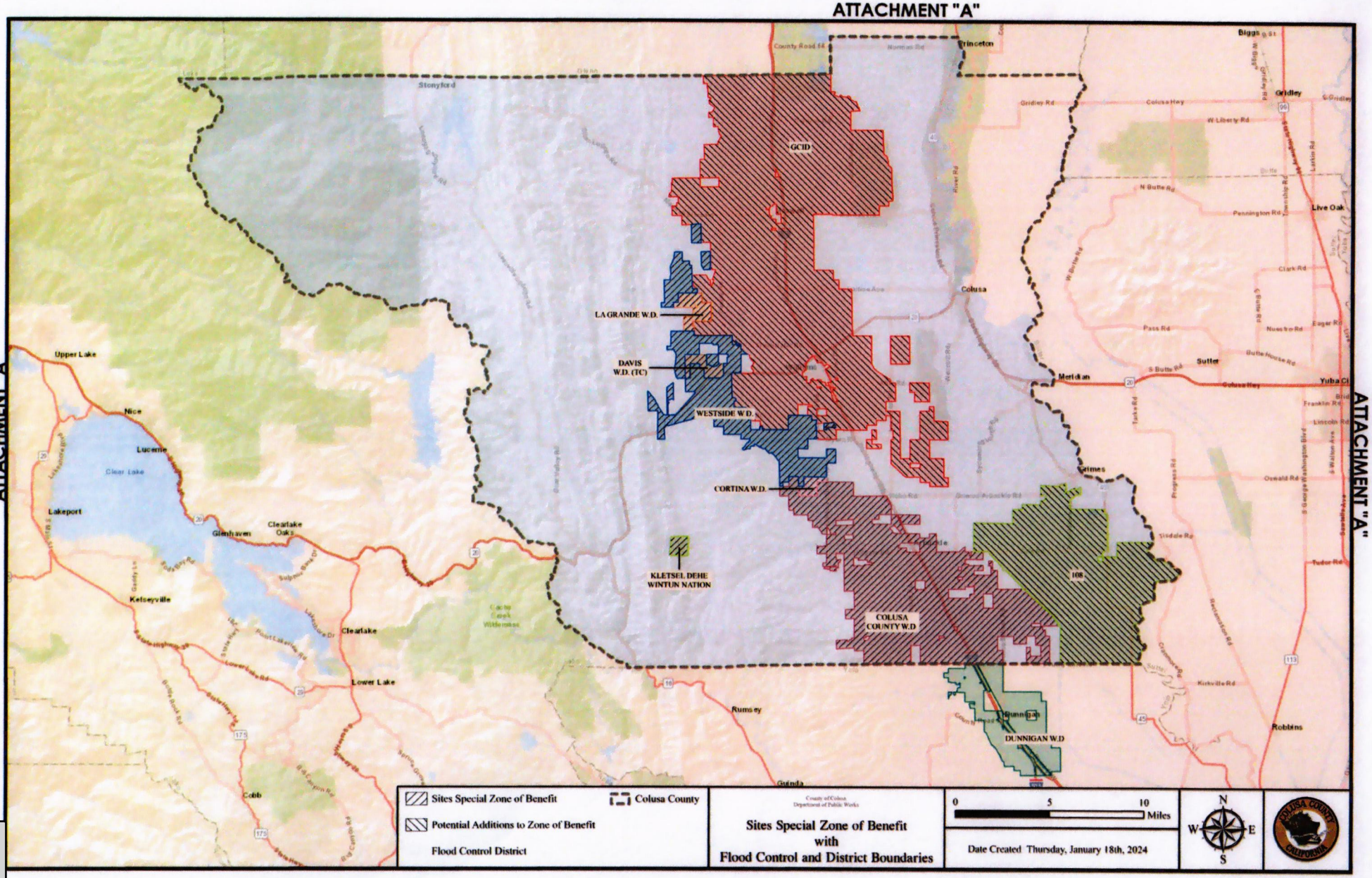
By: _____
Deputy Board Clerk

APPROVED AS TO FORM:

Richard Stout
County Counsel

Attachment: 24-007 Resolution of the CCFCWCD Forming Zone of Benefit Number 3 of the CCFCWCD (10838 : Discussion re detaching land

ATTACHMENT "A"



ATTACHMENT "A"

Attachment: 24-007 Resolution of the CCFCWCD Forming Zone of Benefit Number 3 of the CCFCWCD (10838 : Discussion re detaching land

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: October 7, 2025

DEPARTMENT: County Administrative Office

FROM: Molly West

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

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

Detailed Description/Background of request

Pioneer Community Energy (Pioneer) is a Community Choice Aggregation (CCA) program authorized under Assembly Bill 117 (2002). CCAs allow local governments to procure electricity on behalf of their residents and businesses, while Pacific Gas & Electric (PG&E) continues to own, operate, and maintain the distribution infrastructure. Customers therefore remain PG&E customers for delivery and infrastructure while receiving their electricity through Pioneer.

Pioneer is a rate payer funded Joint Powers Agency made up of various public entities. Accordingly, if the County were to join Pioneer at some future date, the County would be a member of its Board of Directors.

Currently, Pioneer is adding new member agencies. As a preliminary step, Pioneer will perform an Impact Assessment Study to determine the financial feasibility and timing of Colusa County potentially joining Pioneer. The total study cost is $30,000, with Pioneer covering half. The remaining $15,000 would be split equally between the County and the City of Colusa, which is exploring potentially joining Pioneer.

Pioneer requires authorization from the County to release PG&E historical usage data and conduct the study, but this action is subject solely to the discretion of the Board of Supervisors.

Commissioning the study would not obligate the County to join Pioneer. It simply provides the data necessary for an informed decision. Should the Board choose to proceed after reviewing the study findings, additional steps would include adopting the required ordinance and resolution and collaborating with Pioneer on an amended Implementation Plan for submission to the California Public Utilities Commission (CPUC).

The timeline to join Pioneer Community Energy is as follows:

October 2025
• Conduct Impact Assessment Study
• Present findings to Pioneer Board at October meeting
• Brief County and City staff on findings
• Present findings to County Board of Supervisors and City Council
• Draft Resolution/Ordinance

November 2025
• First and second reading of Ordinance (required by statute)
• Draft CPUC Implementation Plan

December 2025
• Submit amended Implementation Plan to CPUC no later than December 19, 2025

This item is an informational presentation by Pioneer Community Energy outlining the process and requirements for Colusa County to consider membership in its Joint Powers Agreement. The Board of Supervisors will determine whether to proceed with commissioning an Impact Assessment Study, which is the first step toward potential membership. If the Board approves the Impact Assessment Study, authorization will also be required for execution of PG&E Form No. 79-1030 and Form No. 79-1031, with approval for the CAO to sign on behalf of the County.

Prior Board Action
None.

Fiscal Impact/Funding Source
If the Board chooses to move forward with the Impact Assessment Study, the County's share of the cost would not exceed $7,500. The total cost of the Impact Assessment Study is $30,000. Pioneer will pay half of the cost. The remaining $15,000 will be split between the County of Colusa and the City of Colusa.

Action for the Clerk
If approved, obtain signatures from Interim CAO and provide completed forms to Molly West.

ATTACHMENTS:

- Colusa County Supervisors Presentation(PDF)
- PG&E FORM_79-1030 (PDF)
- PG&E FORM_79-1031 (PDF)

PIONEER COMMUNITY ENERGY

About Pioneer

Presentation to Colusa County Supervisors



October 7, 2025

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Introductions

Gina Stassi-Vanacore
Director of Communications

Lisa Rhoads
Community Outreach Manager

PIONEER COMMUNITY ENERGY

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

What is a CCA?

- Community Choice Aggregators (CCA) allow local governments to purchase electricity on behalf of customers in place of investor-owned utilities (i.e., PG&E for Pioneer Community Energy's territory)

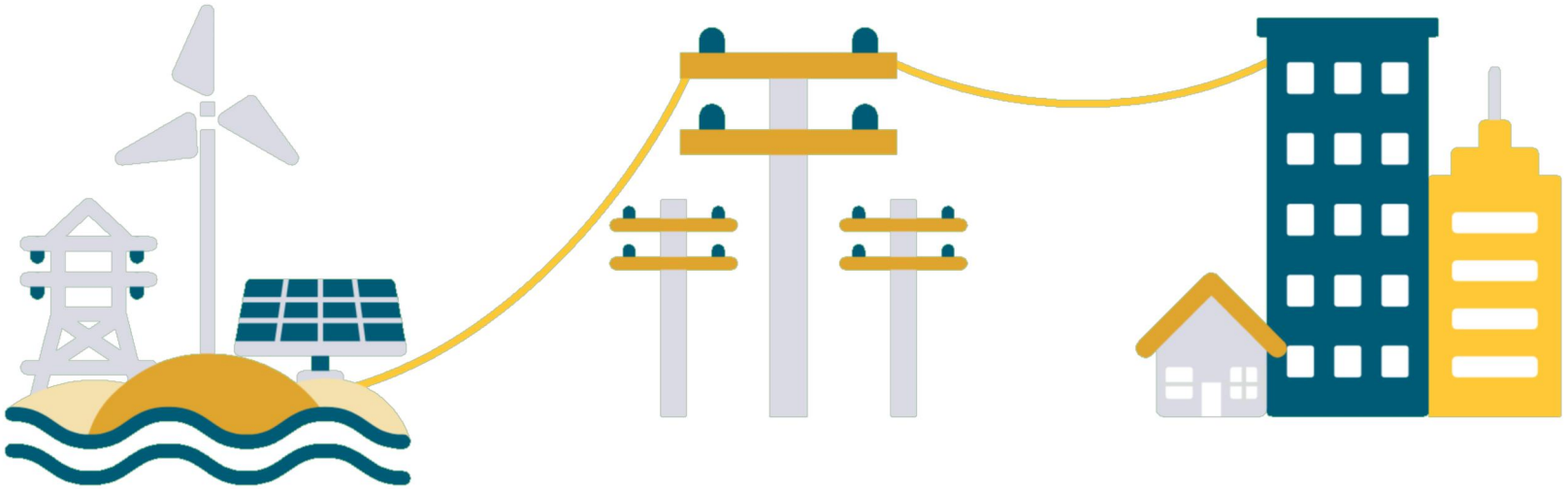
- Energy crisis in the early 2000s prompted the California Legislature to pass Assembly Bill 117 in 2002, enabling community choice in its electricity provider

- The first CCA launched in 2010. Today:
  - More than 25 CCAs throughout California
  - Serving more than 200 communities
  - Providing generation for approximately 14 million customers



Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

How Does a CCA Work?



Pioneer buys electricity on the open market from various suppliers. Our buying team works with sources to negotiate pricing and ensure a steady, affordable energy supply.

PIONEER COMMUNITY ENERGY

PG&E delivers electricity, maintains the infrastructure of power lines and poles, and sends out bills to customers.

Pacific Gas and Electric Company

As a customer of both Pioneer and PG&E, customers get a choice i electricity providers. Wit Pioneer, you'll receive competitive rates, a choi in energy options and exceptional customer service.

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Who Is Pioneer?

- **Community-owned, not-for-profit provider of electricity**
- We are a Joint Powers Authority (JPA)
  - Partnership of 10 local governments who came together to purchase energy for their residents and businesses
- Provide stable and competitive rates and a choice in energy options; have saved customers $108M since launching in 2018
- Pioneer's Board of Directors is comprised of elected officials from each of our member cities/counties – providing a voice for the communities that we serve

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Who Pioneer Serves

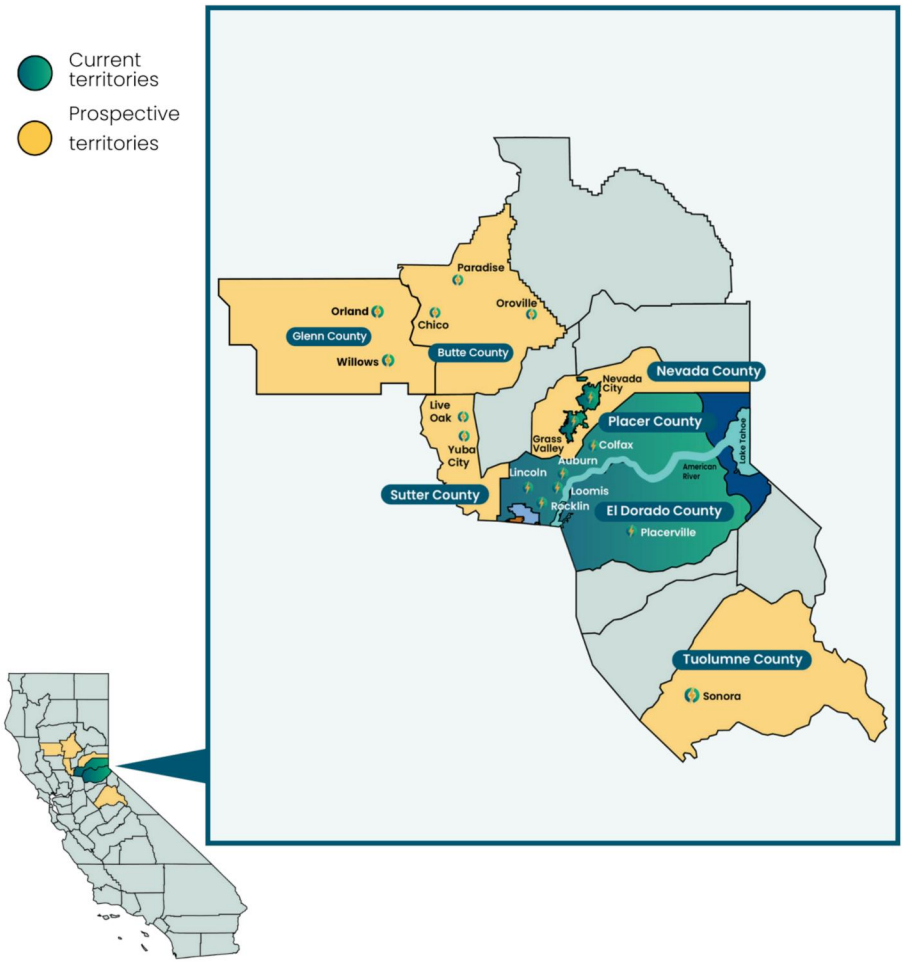
El Dorado & Placer Counties and the cities of:

- Auburn
- Colfax
- Grass Valley
- Lincoln
- Nevada City
- Placerville
- Rocklin
- Town of Loomis

Planned expansion for Fall 2027 into Butte, Glenn, Nevada, Sutter and Tuolumne counties and cities of:

- Chico
- Live Oak
- Oroville
- Orland
- Sonora
- Willows
- Yuba City
- Town of Paradise

Pioneer will become geographically the largest CCA in California.



Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

What Makes Pioneer Unique?

Pioneer serves inland communities with similar priorities like customer savings, community reinvestment, exceptional customer service, and economic development

- **Local Control** - Pioneer is a Joint Powers Authority, a not-for-profit public agency, with a board of directors comprised of only elected officials from the jurisdictions we serve.
- **Ratepayer Savings** – We are committed to providing competitive electricity rates and have saved customers $108 million since launching in 2018, with an additional $37 million in savings anticipated in 2025.
- **Community Reinvestment** - Creating opportunities to support and develop biomass, and local generation projects and power purchase agreements
  - El Dorado Irrigation District ($37 million)
  - PCWA (Over $10 million)
  - Sierra Pacific Industries ($1.2 million)
  - Grass Valley - Biomass RFP
  - Western Placer Waste Management – proposed biomass plant

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Expansion Criteria

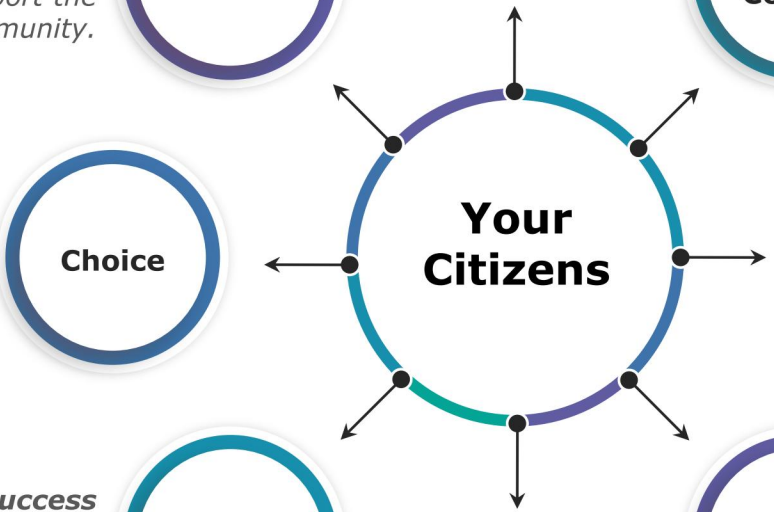
Pioneer's Governing Board adopted an expansion policy with the following criteria:

- **Makes financial sense** – Pioneer would commission a third party to conduct an Impact Assessment Study to compare projected rates at time of launch with projected power supply cost to serve the new customers

- **Be like-minded** – Pioneer Board prioritizes:
  1. Savings
  2. Biomass – reliable energy, mitigates wildfire risks, jobs
  3. Local projects = local jobs

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Benefits



***Saves money**. From 2018 – 2024, customers have saved $108 million compared to PG&E.*

***Customers are our shareholders**. Our Board is comprised of elected officials from the communities we serve.*

***Excellent customer service.** We live in the community and know mos of the questions you have and can relate.*

***Customers decide** if they want all renewable energy or less and you decide what energy projects we invest in.*

***Customers decide the energy efficiency programs** we launch. Not PG&E. Approved $2MM for funding.*

***Track record of success** Pioneer is financially stable with an A- credit rating from S&P*

***Customers have a choice** for the first time in 100 years.*

*Customers are being **served by a utility that is a member of the community**. We buy, invest and support the community.*

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Programs

- Pioneer has a Community Advisory Committee to help us create programs that meet the unique needs of the communities we serve.
  - Meets every other month with a focus on programs to recommend to the Board

- Elevates local voice and priorities
  - Enrollment in any program with PG&E, carries over to Pioneer. Examples include but not limited to:
    - CARE
    - FERA
    - Medical Baseline

- In addition, customers have access to Pioneer programs that are created to meet the unique needs of the communities we serve.

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Biomass & Advocacy

- Legislation: Pioneer sponsored and led AB 843 which passed on a unanimous bipartisan basis – this bill enabled CCAs to participate in the BioMAT program and launched in Spring 2024
- Feed-In Tariff: Pioneer-unique program that incentivizes investment in biomass, storage, and small-hydro projects in our service territory to benefit the community and enhance local economic development
- Education: Recently hosted an event together with SPI, CalFire, and Placer APCD for legislators about the benefits of biomass to support future legislation for biomass
- Advocacy Generally: Ongoing advocacy with legislators and regulator agencies to keep electricity costs low, promote biomass energy, local control, and grid stability, among other things

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and



Solar Customers

- Nearly 43,000 solar customers
- Pioneer pays a ½-cent premium over PG&E for over-generation
- Since 2018, Pioneer has issued nearly $5 million of payments for surplus generation
- This spring, nearly 11,500 solar customers received either a check or bill credit from Pioneer

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Timeline for Expansion

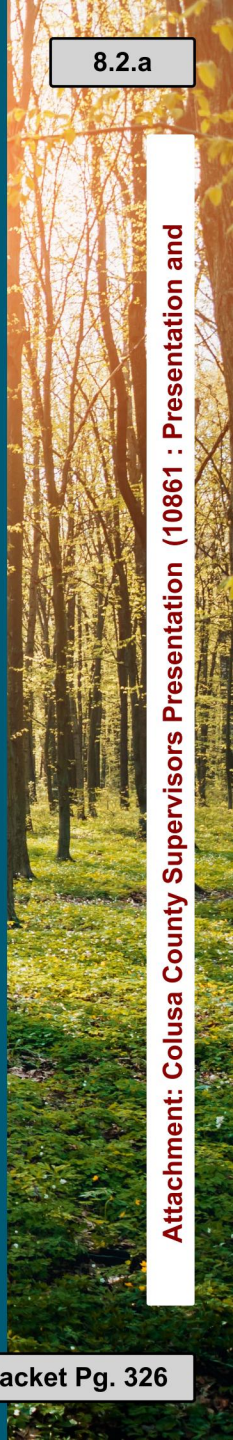
TIMING	ACTIVITY
September 2025	• City of Colusa agrees to move forward with Impact Assessment Stu • Informational presentation to County of Colusa staff • Pioneer receives 24 months of historic usage data from PG&E
October 2025	• Colusa County agrees to move forward with an Impact Assessment Study (IAS) • Impact Assessment Study is conducted • Pioneer and Colusa County staff review IAS findings • Present to Pioneer's Governing Board and County of Colusa Supervisors, City of Colusa Council
October/November 2025	• Both jurisdictions vote to join Pioneer
December 2025	• Pioneer Board approves addition of Colusa County, City of Colusa • Pioneer JPA is amended to include County of Colusa, City of Colusa • Pioneer submits amended Implementation Plan to CPUC by December 19
March 2026	• CPUC approves or denies Implementation Plan
Spring 2026	• County of Colusa, City of Colusa re-affirm votes to join Pioneer (fin "off ramp") • Pioneer begins procuring power
January – October 2027	• Community outreach and education; regulatory notices sent

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

PIONEER
COMMUNITY ENERGY

Questions?

Thank you for your time today.



Attachment: Colusa County Supervisors Presentation (10861 : Presentation and



Appendix

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Guiding Principles

Mission

- Providing electricity to customers with a focus on stable and competitive rates
  - Since launching in 2018 through 2024, Pioneer has saved our customers more than $108 million
  - $37 million in anticipated savings for 2025

Vision

- **Being a strong community partner**
  - Excellent customer care
  - Local Power Purchase Agreements
  - Economic development
  - Involvement in local chambers
  - Event participation and sponsorships
  - Support local businesses through the purchase of goods and services

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

MythBusters

- Pioneer is replacing PG&E
  - Pioneer is a choice on the generation portion of your utility service – poles and wires are still PG&E
- This will impact my relationship with PG&E
  - Your requests will not be "put in the back of the line" because you're with a CCA
  - PG&E will not stop investing in infrastructure in the Town because of joining a CCA
- My Transmission & Distribution (T&D) rates will go up to make up for lost generation revenue
  - There is no rate of return on generation costs for PG&E
  - The lost revenue is cancelled by avoided costs resulting in no impact to your T&D rates because of generation

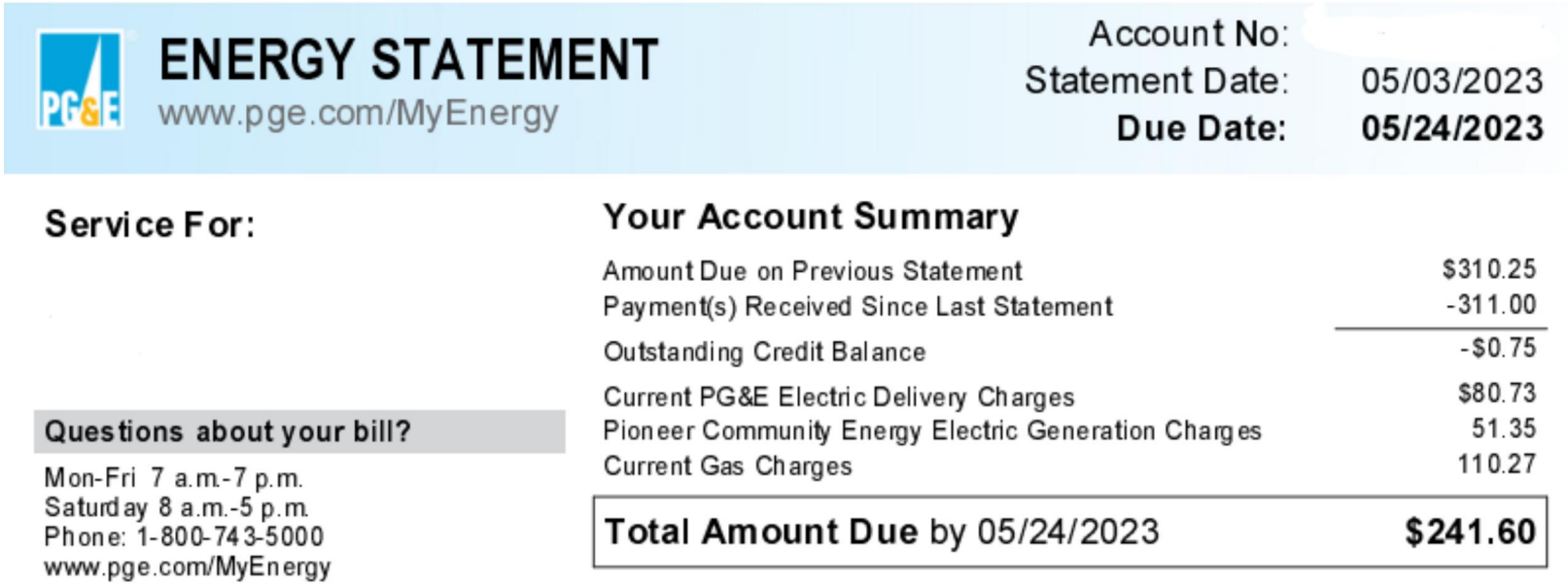
Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

MythBusters (continued)

- Pioneer is a "middle-man" buying from PG&E and marking up to the ratepayers
  - Pioneer will procure its own power from various sources that allows us to provide the savings
- I'm on NEM 2.0 and now I will be defaulted to the new NEM rate
  - Whatever NEM vintage you are on simply transfers over to Pioneer that pays a premium over PG&E on your net generation
- I will lose my CARE/FERA status
  - No impact to joining a CCA
  - Any program or special rate you are on with PG&E will not be impacted by joining the CCA

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

How are customers billed?



ENERGY STATEMENT
www.pge.com/MyEnergy

Account No:
Statement Date: 05/03/2023
Due Date: 05/24/2023

Service For:

Questions about your bill?
Mon-Fri 7 a.m.-7 p.m.
Saturday 8 a.m.-5 p.m.
Phone: 1-800-743-5000
www.pge.com/MyEnergy

Your Account Summary

Amount Due on Previous Statement	$310.25
Payment(s) Received Since Last Statement	-311.00
Outstanding Credit Balance	-$0.75
Current PG&E Electric Delivery Charges	$80.73
Pioneer Community Energy Electric Generation Charges	51.35
Current Gas Charges	110.27
Total Amount Due by 05/24/2023	**$241.60**

PG&E Bill – Page #1

- Pioneer listed on the front page
- Customer pays total energy bill to PG&E – one payment
- PG&E remits $ to Pioneer

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Rate Products

Residential Electricity Rates*

PIONEER STANDARD	GREEN100 PIONEER	PG&E
39.4% Renewable*	100% Renewable	32.8% Renewable
$223.99** average total	$230.66** average total	$245.95** average total
$84.40 Electricity	$84.40 Electricity	$109.70 Electricity
N/A Green100 Charges	$6.67 Green100 Charges	N/A Green100 Charges
$150.51 PG&E Delivery Charges	$150.51 PG&E Delivery Charges	$150.51 PG&E Delivery Charges
$(10.92)*** PCIA + FFS	$(10.92)*** PCIA + FFS	$(14.26)*** PCIA

*As reported to the California Public Utilities Commission and Pioneer's Board of Directors.

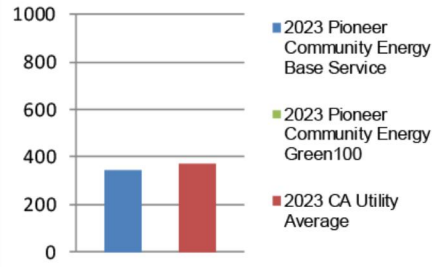
Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Power Mix

2023 POWER CONTENT LABEL
Pioneer Community Energy
https://pioneercommunityenergy.org/about-us/key-documents

Greenhouse Gas Emissions Intensity (lbs CO_2e/MWh)

2023 Pioneer Community Energy Base Service	2023 Pioneer Community Energy Green100	2023 CA Utility Average
346	0	373



Energy Resources	2023 Pioneer Community Energy Base Service Power Mix	2023 Pioneer Community Energy Green100 Power Mix	2023 CA Power Mix
Eligible Renewable[1]	**39.4%**	**100.0%**	**36.9%**
Biomass & Biowaste	2.7%	0.0%	2.1%
Geothermal	4.5%	0.0%	4.8%
Eligible Hydroelectric	7.0%	25.0%	1.8%
Solar	13.7%	50.0%	17.0%
Wind	11.5%	25.0%	11.2%
Coal	**0.0%**	**0.0%**	**1.8%**
Large Hydroelectric	**4.0%**	**0.0%**	**11.7%**
Natural Gas	**0.0%**	**0.0%**	**36.6%**
Nuclear	**26.7%**	**0.0%**	**9.3%**
Other	**0.0%**	**0.0%**	**0.1%**
Unspecified Power[2]	**29.8%**	**0.0%**	**3.7%**
TOTAL	**100.0%**	**100.0%**	**100.0%**
Percentage of Retail Sales Covered by Retired Unbundled RECs[3]:	**4%**	**0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity portfolio, contact:	**Pioneer Community Energy** **1 (844) 937-7466**
For general information about the Power Content Label, visit:	https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Joining Pioneer in Fall 2027

Implementation Plan approved by the California Public Utilities Commission in June 2025.

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Money-Saving Programs

Residential

- **LED Discounts** – subsidized LED lighting through local retailer partners. Find us in your Auburn hardware stores!
- **AC Tune-Up Rebate** – provides rebates to incentivize tune-ups on A/C units to improve efficiency, lower customer utility bills, and make your system last longer
- **PowerShift Rewards –** provides residential customers rewards for lowering energy usage when the grid is stressed
- **Online Marketplace** –guides customers through the maze of complex information when deciding how to energize their home and provides vetted contractor options





- **GridGen**- $0 upfront cost / no credit check program for resident to get industry-leading solar+battery at their home or business, wh h will provide rate stability, savings, and resiliency during outages

NEW FOR 2025:

- Battery retrofits for existing solar customers
- Provisions for CARE/FERA customers

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Money-Saving Programs

Commercial

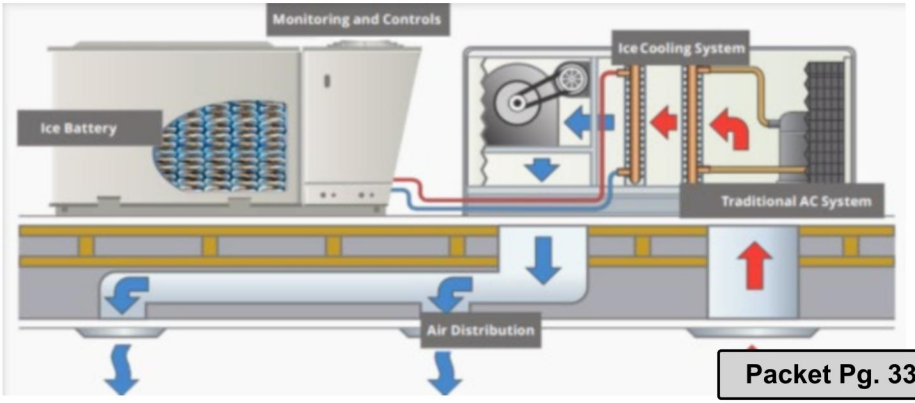
Hourly Flex Pricing – Agriculture customers can schedule their energy use up to a week in advance to reduce energy usage during peak pricing times

After each 12-month program cycle, customers receive a credit if energy savings is achieved using the program versus previous energy cycle usage



Ice Energy – Commercial customers can install an Ice Bear unit to their HVAC system to reduce AC consumption during peak energy hours

The Ice Bear utilizes ice to cool the buildings during peak energy periods, instead of using the regular HVAC condenser, so customers save money by shifting costly A/C load to times with lowe energy costs



Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Commitment to Partnership

- Active involvement with Rural County Representatives of California (RCRC) to identify potential biomass projects that leads to economic development
- Participate in member agencies' Chamber of Commerce committees and events
- Co-sponsor League of Cities divisional event annually
- Sponsor of marquee events like Lincoln Potters Baseball Club and Sierra Nevada Memorial Hospital gala as examples of engagement
- Work with Economic Development groups to entice project development and identify potential partnerships; offer Green100 product to assist with corporate climate initiatives; and prioritize competitive rates for both residents and businesses

Attachment: Colusa County Supervisors Presentation (10861 : Presentation and

Pacific Gas and Electric Company
U 39 San Francisco, California

Revised Cal. P.U.C. Sheet No. 48569-E
Cancelling Revised Cal. P.U.C. Sheet No. 42811-E

Electric Sample Form No. 79-1030 Sheet 1

Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggrega

Please Refer to Attached Sample Form

Attachment: PG&E FORM_79-1030 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

DECLARATION BY MAYOR OR CHIEF COUNTY ADMINISTRATOR REGARDING INVESTIGATION PURSUIT OR IMPLEMENTATION OF COMMUNITY CHOICE AGGREGATION*

I,_____*[name], state as follows:*

1. I am the mayor, chief county administrator, or chief executive officer of _____

   _____ [name of city, county, or public agency,].

2. I am authorized to make this declaration on behalf of _____

   _____ [check appropriate box]

   [ ] a city, or

   [ ] a county, or

   [ ] an eligible public agency

   which is investigating, pursuing or implementing community choice aggregation as a community choice aggregator as defined by Section 331.1 of the California Public Utilities Code ("CCA" or "Potential CCA").

3. I understand that all of the confidential information provided by PG&E to the city, county, or public agency indicated above is subject to the terms and conditions of the Nondisclosure Agreement between these two entities and is provided for the sole purpose of enabling the city, county or public agency to investigate, pursue or implement community choice aggregation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this_____day of_____, 20_____, at _____,_____[city, state].

_____

[Signature]

* This form at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Attachment: PG&E FORM_79-1030 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

Pacific Gas and Electric Company
U 39 San Francisco, California

Revised Cal. P.U.C. Sheet No. 48570-E
Cancelling Revised Cal. P.U.C. Sheet No. 40154-E

ELECTRIC SAMPLE FORM NO. 79-1031 Sheet 1
COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

Please Refer to Attached Sample Form

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between Pacific Gas and Electric Company ("Utility") and _____ _____[name]_____ _____, a _____ [describe political entity] _____("CCA") as of _____ ("Effective Date"). This Agreement is executed pursuant to California Public Utilities Commission ("CPUC") Order Instituted Rulemaking ("OIR") 03-10-003, California Public Utilities Code ("PU Code") Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a "Party" and collectively as "Parties."

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility ("Utility Customers") may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

   (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

   (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

   (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

(b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;

(c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and

(d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.

(e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.

2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Budget Billing and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

Pacific Gas and Electric Company

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.

5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a "need to know" such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the "Non-Disclosure Agreement for CCA Employees or Representatives" form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith ("Disclosure List"). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

Pacific Gas and Electric Company

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.

7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.

8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.

9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.

10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.

11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

Pacific Gas and Electric Company

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

may be withheld due to the confidential nature of the information, data and materials covered.

12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.

13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.

14. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ (Customer)	
_____ (Signature)	_____ (Signature)
_____ (Type/Print Name)	_____ (Type/Print Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

Pacific Gas and Electric Company

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

EXHIBIT A
NON-DISCLOSURE AGREEMENT
FOR CCA EMPLOYEES OR REPRESENTATIVES

I, _____, declare under penalty of perjury that

(1) I am employed as _____(title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____
Print Name: _____
Dated: _____

Attachment: PG&E FORM_79-1031 (10861 : Presentation and Discussion Regarding Pioneer Community Energy)

COUNTY OF COLUSA, CA

12.1

Request For County Board of Supervisors Action

MEETING DATE: October 7, 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: 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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA 12.2

Request For County Board of Supervisors Action

MEETING DATE: October 7, 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

12.3

Request For County Board of Supervisors Action

MEETING DATE: October 7, 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