

Board of Supervisors

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



County of Colusa

Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Tiffany Jorgensen, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.igam2.com
www.countyofcolusaca.gov

COLUSA COUNTY BOARD OF SUPERVISORS

Agenda

October 1, 2024

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

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

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

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

9:00 AM CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of September 17, 2024 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 10.

1. APPOINTMENT/FISH AND GAME COMMISSION

Appoint Jeremiah Karlonas as the member and John Alvernaz as the Alternate at Large to the Colusa County Fish and Game Commission to fill two Dist. 3 unexpired terms from October 1, 2024 to January 6, 2025. **(Applications Received: David Paletta, John Alvernaz and Jeremiah Karlonas)**

2. AG COMMISSIONER
Approve Standard Agreement (Number 24-0132-005-SF) with the **California Department of Food and Agriculture** for Pest Detection and Trapping, effective July 1, 2024.
3. CLERK RECORDER/ELECTIONS
Acknowledge Certification of Facts for Nov 5, 2024 Presidential General Election.
4. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd modification with **Willow Glen Care Center** for board and care services, effective July 1, 2024.
5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st modification with **Environmental Alternatives, dba EA Family Services** for mental health treatment services to seriously emotionally disturbed children and youth, effective July 1, 2024.
6. HEALTH AND HUMAN SERVICES
Adopt a Resolution authorizing Colusa County Department of Health and Human Services to enter into an agreement for the Federal Emergency Solutions Grant Program and completion of the Designee Letter.
7. HEALTH AND HUMAN SERVICES
Approve the annual budget update of the Children's Medical Services (CMS) Plan for 2024/25, and authorize the Public Health Deputy Director and appropriate DHHS fiscal staff to sign the budget pages.
8. PURCHASING AND PROCUREMENT/MIGRANT HOUSING
Adopt plans, specifications and working details for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center Request for Bids (RFB) and authorize publication of same.
9. COUNTY COUNSEL
Ratify contract with **John Beiers** for the purpose of providing personnel related investigation services and advice.
- BOARD OF SUPERVISORS
10. Approve 3rd modification to County Administrative Officer Employment Contract with Wendy G. Tyler.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Amend the position allocation schedule for the Department of Health and Human Services Public Health Division by deleting one vacant FTE of Nursing Supervisor (PFT), at salary range MGT 29 and adding one FTE of Program Manager II (PFT), at salary range MGT 29, effective October 1, 2024.

IV. AG COMMISSIONER

1. Presentation of the Colusa County 2023 Crop & Livestock Report.

V. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Receive an update on the status of the County Coordinator Grant Project and provide any desired direction.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

<u>Invoice #</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
051324-NAS	BEHAVIORAL HEALTH	SUTTER CNTR FOR PSYCHIATRY	\$6,935.88

VII. BOARD OF SUPERVISORS

1. Approve the September 16, 2024 BOS Special Meeting Minutes and September 17, 2024 Regular Meeting Minutes.
2. Approve letter in response to the 2023-24 Civil Grand Jury Report.

VIII. SUPERVISORS' REPORTS OR COMMENTS**IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS****RECESS****X. CLOSED SESSION**

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.
2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

RECESS**1:30 p.m. PUBLIC HEARING****COUNTY ADMINISTRATIVE OFFICE**

1. Public Hearing to consider proposals for revisions to the County of Colusa FY 2024-25 Recommended Budget.
2. Adopt Resolution adopting the Fiscal Year 2024-25 Final Budget for Countywide Operating Funds and Special Revenue Funds.
3. Adopt Resolution adopting the Fiscal Year 2024-25 Final Budget for Enterprise Funds and Special Districts.

4. SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:

Adopt a Resolution adopting the Fiscal Year 2024-25 Final Budget for the Colusa County Air Pollution Control District.

5. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:**
Adopt a Resolution adopting the Fiscal Year 2024-25 Final Budget for the Colusa County In-Home Supportive Services Public Authority.
6. **SITTING AS THE COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD:**
Adopt a Resolution adopting the Fiscal Year 2024-25 Final Budget for the Colusa County Flood Control and Water Conservation District Board.

ADJOURN

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

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

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

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

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

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Appoint Jeremiah Karlonas as the member and John Alvernaz as the Alternate at Large to Colusa County Fish and Game Commission to fill two Dist. 3 unexpired terms from October 1, 2024 to January 6, 2025. (Applications Received: David Paletta, John Alvernaz and Jeremiah Karlonas)

Appoint Jeremiah Karlonas as the member and John Alvernaz as the Alternate at Large to the Colusa County Fish and Game Commission to fill two Dist. 3 unexpired terms from October 1, 2024 to January 6, 2025. (**Applications Received: David Paletta, John Alvernaz and Jeremiah Karlonas**)

Detailed Description/Background of request

On May 10, 2024 a resignation letter was received from Mr. Troughton and another was received on June 10, 2024 from Mr. Kalfsbeek. We have three applicants that have submitted an application to fill the Dist. 3 vacancies on the Colusa County Fish and Game Commission. If appointed they would serve the remainder of the unexpired term effective October 1, 2024 through January 6, 2025.

Pursuant to the Fish & Game By-laws, "The Chair of the Board shall nominate (2) regular members at large and two alternate members at large." There are currently two Dist. 3 vacancies, a regular member position and an Alternate At Large position on the Commission.

The Colusa County Fish and Game Commissions requires that "All members selected must possess a valid California hunting or fishing license for the previous two and current year". Additionally, members must be residents of Colusa County. Staff has verified that the applicants have met these requirements. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 22, 2023 and also a vacancy notice was published on June 21, 2024.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send Oath of Office and Letters of appointment to the appointed applicants and send a copy Holly Gallagher, Secretary of the Fish and Game Commission. Add to Access and to Laserfiche.

ATTACHMENTS:

- Application from David Paletta (PDF)
- Application from Jeremiah Karlonas (PDF)
- Application from John Alvernaz (PDF)
- Notice of Vacancy for Fish and Game (PDF)

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Monday, August 5, 2024 9:25 PM
To: Ann Nordyke; Tiffany Jorgensen; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Colusa County Board of Supervisors Application to Fill a Vacancy

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

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER: Fish & Game Commission

NAME OF APPLICANT: David Paletta

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

Address1 229 E. Oak Street

Address2 Field not completed.

City Colusa

State CA

Zip 95932

PHONE: 530-902-4532

E-MAIL: paletta@frontiernet.net

SUPERVISORIAL DISTRICT: 5

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

I was raised in Colusa and fished and hunted here all my life. Aside from being familiar with the Sacramento River and habitat, I am aware of conservation efforts for all species of fish in our area.

Attachment: Application from David Paletta (10069 : Appointments to Colusa County Fish and Game Commission)

Passing down fishing and hunting conservation and management practices to the next generations is something that I enjoy. I have been a fishing guide in the past. I hold a valid California Boaters Certificate. I have participated in providing comments and feedback to the state, and wish to do more to preserve our ability to harvest fish and animals for recreation and to feed our families in a responsible, conservative manner.

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Ann Nordyke

From: noreply@civicplus.com
Sent: Tuesday, August 6, 2024 3:07 PM
To: Ann Nordyke; Tiffany Jorgensen; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Colusa County Board of Supervisors Application to Fill a Vacancy

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

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	Fish & Game Advisory Commission
NAME OF APPLICANT:	Jeremiah karlonas
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	P.O. Box 866
Address2	2314 East camp rd
City	Williams
State	Ca
Zip	95986
PHONE:	5309080583
E-MAIL:	karlonas@aol.com
SUPERVISORIAL DISTRICT:	4
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	Have been dealing with wildlife for 30 years

(Section Break)

Attachment: Application from Jeremiah Karlonas (10069 : Appointments to Colusa County Fish and Game Commission)



COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

2.1.c

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

Office Use Only
RECEIVED
AUG 14 2024
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa County Fish & Game Advisory Commission

NAME OF APPLICANT:
John Dale Alvernaz

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
4165 LaGrande Road

CITY:
Williams

PHONE:
(530) 870-2710

E-MAIL:
avhc144@yahoo.com

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

1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐

Notes:

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

I am a life long resident of Colusa County. I have been engaged in farming since graduating from high school in 1982. My family owns over 7000 acres of farmland and grazeland in Colusa County. I also own a hunting club and provide guided wild board hunts for the past 25 years in western Colusa County.

I would like to donate my time and serve on the Colusa County Fish & Game Advisory Commission to assist the Colusa County Board of Supervisors on any fish and game issues and to help preserve fish and game populations in Colusa County.

Office Use Only:

APPOINTED

☐

TERM DATE: _____

NOT APPOINTED

☐

FILLING UNEXPECTED VACANCY

☐

NOTES: _____

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

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: Application from John Alvernaz (10069 : Appointments to Colusa County Fish and Game Commission)

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill two unexpired terms on the Fish and Game Commission.

Appointees must be a Colusa County resident and possess a valid California hunting or fishing license for the previous two year or current year.

1 – Regular Member

1 – At Large Members

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

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

boardclerk@countyofcolusa.com

Applications are also available online at
www.countyofcolusa.com

Please submit applications by July 5, 2024 4:00 p.m.

06/21/2024 · CCPR



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Approve Standard Agreement (Number 24-0132-005-SF) with the California Department of Food and Agriculture for Pest Detection and Trapping, effective July 1, 2024.

Approve Standard Agreement (Number 24-0132-005-SF) with the **California Department of Food and Agriculture** for Pest Detection and Trapping, effective July 1, 2024.

Detailed Description/Background of request

Under this proposed contract with the California Department of Food and Agriculture, the County will be paid to provide services for placing and servicing traps for the detection of exotic pests which are considered hazardous to agriculture and to the economy of California. Those pests include but are not limited to Mediterranean fruit fly, Mexican fruit fly, Melon fruit fly, Spongy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in the county. Services shall be performed in and throughout the County of Colusa.

This contract was received by our office via email on 9/4/24.

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted revenue item. The County may receive maximum funds in the amount of \$30,693.00 for services performed in fiscal year 24/25.

Action for the Clerk

Obtain signatures on original signature page and email with exhibit A (pages 2-3) to Lauren Boulanger at lauren.boulanger@cdfa.ca.gov.

Return a fully executed copy to the Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 24 25 Pest Detection (PDF)

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

**COOPERATIVE AGREEMENT
 SIGNATURE PAGE**

AGREEMENT NUMBER

24-0132-005-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:
 STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
 RECIPIENT'S NAME
COUNTY OF COLUSA
2. The Agreement Term is: July 1, 2024 through June 30, 2025
3. The maximum amount of this Agreement is: \$30,693.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Agreement:

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

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY (*Authorized Signature*)



DATE SIGNED

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: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C116
Federal Award Date:	May 21, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$400,000.00
Effective Dates for CDFA:	July 1, 2024 through June 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C006
Federal Award Date:	March 6, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$15,000,000.00
Effective Dates for CDFA:	January 1, 2024 through December 31, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

- CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

- The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanna Fisher	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Colusa
Address:	1220 N Street	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-202-0879	Phone:	530-458-0580
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

3. The Grant Administrative Contacts for this Agreement are:

2.2.a

FOR CDFA:	FOR RECIPIENT:
Name: Moosa Anwer	Name: Ryan Jennings
Division/Branch: PHPPS / Pest Detection, Emergency Projects	Organization: County of Colusa
Address: 1220 N Street	Address: 100 Sunrise Blvd., Suite F
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Colusa, CA 95932
Phone: 916-539-8300	Phone: 530-458-0580
Email Address: moosa.anwer@cdfa.ca.gov	Email Address: rjennings@countyofcolusaca.gov

**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: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

GENERAL TERMS AND CONDITIONS**1. Approval**

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

2. Agreement Execution

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

3. Assignment

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

4. Governing Law

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

5. State and Federal Law

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

6. Recipient Commitments

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

7. Performance and Assurances

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

8. Mutual Liability

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

9. Unenforceable Provision

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

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

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

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

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

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

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

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

18. Publicity and Acknowledgement

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

19. News Releases/Public Conferences

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

20. Scope of Work and Budget Changes

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

21. Reporting Requirements

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

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. 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.

24. 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.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. 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.

27. Executive Order N-6-22 Russia Sanctions

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

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

2.2.a

1. Invoicing and Payment

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

2. Allowable Expenses and Fiscal Documentation

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

3. Prompt Payment Clause

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

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

4. **Budget Contingency Clause**

2.2.a

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

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

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.

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2024 - 2025

Effective Agreement Period: July 1, 2024 through June 30, 2025

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

- A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
 - Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
 - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
 - For additional activity guidelines, see:
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
 2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
 - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
 - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
 - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
 - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
 - f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
 - g. McPhail trap – full trap number and servicing dates on calendar card.

- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall possess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.
- M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

- N. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.
- O. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:
<https://secure.cdfa.ca.gov/egov/crs/login.aspx>
- P. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- Q. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.
- a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2023-2024.
- R. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- S. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- T. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

U. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

1. Submit monthly invoices 30 days after the last date the work was completed.
2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. If revised, date revised invoice was submitted
 - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
 - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN23PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN23PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.
7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				220.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				38.00
Total Hours:				258.00
Subtotal Personnel Cost:				\$13,401.33
Overhead: 25%				\$3,350.33
Total Personnel Cost:				\$16,751.66
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Trapping pole repair supplies				\$50.00
Office supplies				\$25.00
Total Supplies Cost:				\$75.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Enterprise Rental				\$1,500.00
Total Other Items of Expense Cost:				\$1,500.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	\$0.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	1.0	2,280.0	0.670	\$1,527.60
Total Mileage Cost:				\$1,527.60

Total FF Cost:	\$19,855.00
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Total Agreement Amount CDFA will reimburse for Core FF Cost:	\$14,191.00
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Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

Personnel Costs - Fruit Fly (FF)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Technician	\$21.68	\$24.49	\$46.17	206.00	\$9,511.02
Agricultural Biologist	\$30.65	\$20.47	\$51.12	14.00	\$715.68
Detection Total:				220.00	\$10,226.70
THWS				219.85	
Non-Detection Positions					
Agricultural Commissioner	\$68.31	\$45.78	\$114.09	5.00	\$570.45
Asst Agricultural Commissioner	\$57.05	\$38.17	\$95.22	19.00	\$1,809.18
Fiscal Admin Officer	\$43.14	\$24.52	\$67.66	3.00	\$202.98
Accounting Technician	\$28.90	\$24.92	\$53.82	11.00	\$592.02
Non-Detection Total:				38.00	\$3,174.63
Total FF Personnel Cost:					\$13,401.33

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				36.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				32.00
Total Hours:				68.00
Subtotal Personnel Cost:				\$4,413.09
Overhead: 25%				\$1,103.27
Total Personnel Cost:				\$5,516.36
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Office Supplies				\$25.00
Total Supplies Cost:				\$25.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Enterprise Rental				\$1,500.00
Total Other Items of Expense Cost:				\$1,500.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	\$0.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	1.0	3,260.0	0.670	\$2,184.20
Total Mileage Cost:				\$2,184.20
Total JB Cost:				\$9,226.00
Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:				\$5,233.00

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

Personnel Costs - Japanese Beetle (JB)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Technician	\$21.68	\$24.49	\$46.17	32.00	\$1,477.44
Agricultural Biologist	\$30.65	\$20.47	\$51.12	4.00	\$204.48
Detection Total:				36.00	\$1,681.92
THWS				35.76	
Non-Detection Positions					
Agricultural Commissioner	\$68.31	\$45.78	\$114.09	3.00	\$342.27
Asst Agricultural Commissioner	\$57.05	\$38.17	\$95.22	19.00	\$1,809.18
Fiscal Admin Officer	\$43.14	\$24.52	\$67.66	3.00	\$202.98
Accounting Technician	\$28.90	\$24.92	\$53.82	7.00	\$376.74
Non-Detection Total:				32.00	\$2,731.17
Total JB Personnel Cost:					\$4,413.09

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

A. Personnel Services - Spongy Moth (SM)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				191.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				32.00
Total Hours:				223.00
Subtotal Personnel Cost:				\$11,494.23
Overhead: 25%				\$2,873.56
Total Personnel Cost:				\$14,367.79
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Office Supplies				\$25.00
Total Supplies Cost:				\$25.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Enterprise Rental				\$1,500.00
Total Other Items of Expense Cost:				\$1,500.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	0.0	0.0	0.000	\$0.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	1.0	3,260.0	0.670	\$2,184.20
Total Mileage Cost:				\$2,184.20
Total SM Cost:				\$18,077.00
Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:				\$11,269.00

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Colusa County

Attachment A

2.2.a

Personnel Costs - Spongy Moth (SM)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Technician	\$21.68	\$24.49	\$46.17	168.00	\$7,756.56
Agricultural Biologist	\$30.65	\$20.47	\$51.12	23.00	\$1,175.76
Detection Total:				191.00	\$8,932.32
THWS				190.74	
Non-Detection Positions					
Agricultural Commissioner	\$68.31	\$45.78	\$114.09	5.00	\$570.45
Asst Agricultural Commissioner	\$57.05	\$38.17	\$95.22	12.00	\$1,142.64
Fiscal Admin Officer	\$43.14	\$24.52	\$67.66	3.00	\$202.98
Accounting Technician	\$28.90	\$24.92	\$53.82	12.00	\$645.84
Non-Detection Total:				32.00	\$2,561.91
Total SM Personnel Cost:					\$11,494.23

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Colusa**Fiscal Year: **2024-2025****TRAPPING HOURS/YEAR WORKSHEET****TRAPPING SEASON for CORE PROGRAM**

Table 1	Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	MF					2	2	2	2	2	2		
	MP												
	OF					2	2	2	2	2	2		
	ML						2	2	2	2	2		
	CP garden												
	CP rural												
	CP rural res.												
	SM						2	2	2	2			
	JB						2	2	2	2			
		4	weekly servicings				2	biweekly servicings			1	monthly servicings	

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	34.00	x	13.00	=	442.00
MP		x		=	0.00
OF	15.00	x	13.00	=	195.00
ML	15.00	x	10.83	=	162.45
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
			Total:		799.45

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

	Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF TOTAL:	799	÷	4.00	=	199.86	x1.1(10%)	219.85
	(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	60.00	x	8.67	=	520.20
JB	15.00	x	8.67	=	130.05
			Total:		650.25

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

	Servicings/year		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM TOTAL:	520	÷	3.00	=	173.40	x1.1(10%)	190.74
	(A)		(B)		(C)		(D)
JB TOTAL:	130	÷	4.00	=	32.51	x1.1(10%)	35.76
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

C = Hours/year - calculated electronically.

D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.
4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.
5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.
6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.
7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, and from June 15 through June 30, 2025, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf> unless other arrangements are agreed upon with PD/EP.

PEST DETECTION/EMERGENCY PROJECTS **FY 24/25**

AGRICULTURAL COMMISSIONER M. Anastacia Allen	COUNTY Colusa
DETECTION SPECIALIST Juan Ayala	DATE 5/8/2024

		Other	Core	TOTAL
		COMMITMENT	COMMITMENT	COMMITMENT
TRAPPING				
JACKSON TRAP - MEDFLY	MF	0	34	34
McPHAIL TRAP	MP	0	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	15	15
JACKSON TRAP - MELON FLY	ML	0	15	15
CHAMP TRAP - Garden	CP	0	0	0
CHAMP TRAP - Rural	CP	0	0	0
CHAMP TRAP - Rural Residential	CP	0	0	0
SPONGY MOTH	SM	0	60	60
JAPANESE BEETLE	JB	0	15	15
Other Traps		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
#		0	0	0
SPECIAL TRAPPING CONSIDERATIONS:				

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING
OF DETECTION TRAPPING PROGRAMS**

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
 - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
 - b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
 - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

- | <u>TRAP</u> | <u>QCP</u> |
|--------------------------------|---|
| a. McPhail, Multilure or ChamP | Any one of the target fly species: MF, ML, MX, OF |
| b. Trimedlure Jackson | MF |
| c. Cue-lure Jackson | ML |
| d. Methyl eugenol Jackson | OF |
| e. SM | SM |
| f. JB | JB |
| g. EGVM | EGVM |
4. Only one specimen per trap will be planted.
 5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
 6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
 7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
 7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
 8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.
 9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:

Daren Harris

Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:

Daren Harris

Daren.Harris@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**

2. SM or JB: Two, or one plus any other insect (in any combination)

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

- regarding safe pesticide handling and application.
- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
 - As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?		
Is the activity described in the PEIR?		(If the Response is "Partially" or "No" skip to Part C)

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database		
303(d) List of Impaired Waters		
EnviroStor Hazardous Site		

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	
MP-SPRAY-7: Follow appropriate product storage procedures	
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	
MP-HAZ-2: Use safety and cleanup materials checklist	
MP-HAZ-3: Implement decontamination	
MP-HAZ-4: Follow appropriate disposal procedures	
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?		
Is the activity described in the PEIR?		(If the Response is "Partially" or "No" skip to Part C)

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database		
303(d) List of Impaired Waters		
EnviroStor Hazardous Site		

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

	Check Applicable Requirements
Management Practices	
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MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	
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Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
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Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?		
Is the activity described in the PEIR?		(If the Response is "Partially" or "No" skip to Part C)

Part B

Check Applicable Requirements	
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	
Database	Date Reviewed
California Natural Diversity Database	
303(d) List of Impaired Waters	
EnviroStor Hazardous Site	

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

	Check Applicable Requirements
Management Practices	
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MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	
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Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

Part C

	Y/N	Justification/Rationale
Step 1		
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Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Colusa
FY: 24/25

Budget summary guide of the fund source breakdown.

Total Agreement Amount CDFA will reimburse \$ 30,693.00

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
<i>Federal Funds</i>	\$ 9,028.00	\$ 1,565.00	\$ -	\$ 10,593.00	34.51%
<i>State Funds</i>	\$ 5,163.00	\$ 9,704.00	\$ 5,233.00	\$ 20,100.00	65.49%
Totals	\$ 14,191.00	\$ 11,269.00	\$ 5,233.00	\$ 30,693.00	100%

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide

Pest Detection County Agreements

County: Colusa

FY: 24/25

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	
Core	34	0	15	15	0	0	0	64	60	15	
Other								0			
Total trap/site surveyed/Mo	34	0	15	15	0	0	0	64	60	15	
Servicing/trap/Mo	2.17		2.17	2.17					2.17	2.17	
Servicings/Mo	73.8	0	32.6	32.6	0	0	0	138.9	130	32.6	

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly servicings				2	biweekly servicings				1	monthly servicings

Attachment: 24 25 Pest Detection (10058 : 24 25 Detection Trapping)

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814 
--

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

CORE Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
Grand Total	0.00	\$ -

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
Total Mileage Expenses:			\$0.00

COMMENTS:

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Invoice Month/Year: _____

Accounting use only:

Accounting use only:

PDEP County Agreements Required		
Trap Activity	%	Cost
Core Cost		
Fruit Flies	0.000%	\$0.00
SM	0.000%	\$0.00
JB	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
Total	0.000%	\$0.00



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Clerk Recorder/Elections

FROM: Cristy Edwards

SUBJECT: Acknowledge Certification of Facts for Nov 5, 2024
Presidential General Election

Acknowledge Certification of Facts for Nov 5, 2024 Presidential General Election

Detailed Description/Background of request

California Elections Code Section 10515 et seq. states that if a Declaration of Candidacy has been filed by only one person, by no person, or if the number of persons who have filed does not exceed the number of offices to be filled, the supervising authority of the County shall make appointments to the District. The Office of County Clerk and Registrar of Voters of the County of Colusa has reviewed the candidate filings for the November 5, 2024 General Election and has determined that one or all of the conditions allowed exist and has submitted a Certificate of Facts to the Board of Supervisors.

Prior Board Action None

Fiscal Impact/Funding Source None

Action for the Clerk
None

ATTACHMENTS:

- Certification of Facts 11052024 BOS (PDF)

CERTIFICATION OF FACTS
PURSUANT TO ELECTION CODE SECTION 10515
Election Date: November 5, 2024

As the office conducting the election for the districts, below I hereby certify that by 5:00 p.m. on the 83rd day prior to the day fixed for the general district election the following conditions existed:

In the following districts, where directors are to be elected at large or by division, the number of persons who have filed a declaration of candidacy does not exceed the number of seats to be filled at the November 5, 2024 election and no election will be held. All seats are for 4-year terms unless otherwise noted.

ARBUCKLE COLLEGE CITY FIRE PROTECTION DISTRICT - 3 seats to be filled, 3 candidates filed

Clarke Ornbaun, Joseph Kalfsbeek, Charles Grimmer

ARBUCKLE PARK & RECREATION DISTRICT - 2 seats to be filled, 2 candidates filed

Trevor Rabena, Susan Lytal

ARBUCKLE PUBLIC UTILITY DISTRICT - 1 seats to be filled, 1 candidate filed

Jose Ambriz-Corona

BEAR VALLEY-INDIAN VALLEY FIRE PROTECTION DIST - 3 seats to be filled, 3 candidates filed

Frank A. Pendell, Dwain Whitney, Bryan James Evans

COLUSA COUNTY WATER DISTRICT - 3 seats to be filled, 2 candidates filed

Halbert W. Charter, Joseph M. Marsh

No candidate filed for the 3rd seat. District will provide recommendations for appointment in lieu of election

CORTINA COMMUNITY SERVICES DISTRICT - 2 seats to be filled, 2 candidates filed

Rod Brandford, Maria Dolores Gomez

MAXWELL FIRE PROTECTION DISTRICT - 3 seats to be filled, 2 candidates filed

Jack L. Barrett Jr., DJ Mathis

No candidate filed for the 3rd seat. District will provide recommendations for appointment in lieu of election

MAXWELL PARK & RECREATION DISTRICT - 3 seats to be filled, 3 candidates filed

Daniel Azevedo, Randy Wilkins, Patricia Nerli

MAXWELL PARK & RECREATION DISTRICT - 1 seat to be filled, 1 candidate filed

Thomas Kyle Miller

MAXWELL PUBLIC UTILITY DISTRICT - 3 seats to be filled, 1 candidates filed

Kenneth R. Cohen

No candidate filed for the 2nd and 3rd seat. District will provide recommendations for appointment in lieu of election.

I further, certify that by 5:00 p.m. on August 14, 2024 no petitions calling for an election in the aforementioned Districts have been filed.

I request the Colusa County Board of Supervisors appoint candidates to their respective offices by forthcoming Resolution.

Cristy Jayne Edwards
County Clerk and Registrar of Voters

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve second modification with Willow Glen Care Center for board and care services, effective July 1, 2024.

Approve second modification with **Willow Glen Care Center** for board and care services, effective July 1, 2024.

Detailed Description/Background of request:

Behavioral Health is requesting this second modification to the contract with Willow Glen Care Center to extend the term through June 30, 2025 and update the rates of services for the FY 24/25. Behavioral Health requests to extend the term of the contract from June 30, 2024 to June 30, 2025. The contract expired on June 30, 2024, however the contractor has continued to perform the work under the terms and conditions of the agreement.

Willow Glen Care Center has three facilities which Colusa County Behavioral Health utilizes for the care and rehabilitation of our Consumers. The first facility is Willow Glen Care Center which provides our Consumers with standard Board and Care Services. The other two facilities are Sequoia and Cedar Grove which provide Mental Health Rehabilitation services specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. All three facilities are combined in one contract for Willow Glen Care Centers.

Behavioral Health also requests to replace Attachment A.1 "FY 23/24 RATES AND FEES" with an updated Attachment A.1 "FY 24/25 RATES AND FEES" and add Attachment C "Willow Glen Care Center Memo Re FY 24/25 Rate".

Prior Board Action:

C22-120 and C23-081.

Fiscal Impact/Funding Source:

Budgeted: 003-55270-713-0

Not to exceed \$600,000 per fiscal year.

Action for the Clerk:

Please number contract, obtain signatures and send to:

Action Item (ID # 10041)

Meeting of October 1, 2024

Willow Glen Care Center
Attn: Jeff Payne, Executive Director
1547 Plumas Court
Yuba City, CA 95991

ATTACHMENTS:

- 2nd Mod_Willow Glen Care Center (DOCX)
- Attachment A.1_24-25 WGCC General Signed Rate (DOCX)
- Attachment C_24-25 WGCC General Signed Rate (PDF)
- C23-081 1st Mod - Willow Glen Care Center, Inc (PDF)
- C22-120 Willow Glen Care Center (PDF)

Second Modification Board and Care Services Contract

This Second Modification of the Board and Care Services contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Willow Glen Care Center ("Contractor") a California Non-Profit Corporation.

Background

On June 21, 2022, the parties executed Contract C22-l 20 to provide the County with board and care services.

On April 25, 2023, the parties executed the first modification (C23-081) to extend the term of the contract, increase compensation and update the Rates and Fees.

The contract expired on June 30 2024, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the term to June 30, 2025, update the Rates and Fees and add an attachment.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2025.
2. Section 20, Attachments, Attachment A is modified by replacing Attachment A.1 - FY 23/24 RATES AND FEES with an updated Attachment A.1 - FY 24/25 RATES AND FEES
3. Section 20, Attachments, is modified by adding Attachment C - Willow Glen Care Center Memo Re FY 24/25 Rate.

COUNTY OF COLUSA

WILLOW GLEN CARE CENTER

Date: _____
Gary J. Evans, Chair

Date: _____
Signature

APPROVED AS TO FORM

Richard Stout, County Counsel

Printed Name and Title

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

Tiffany Jorgensen, Clerk

ATTACHMENT A.1

FY 24/25 RATES AND FEES

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)		\$260 a day
Casa Del Rio (Hanford, CA)		\$200 a day
Trinity Pines. (Chico, CA)		\$240 a day
Redwood Creek (Willits, CA)	13 -16 clients at \$190 a day 10-12 clients at \$245 a day 7-9 clients at \$305a day 0-6 clients at \$330 a day	
Willow Glen/Rosewood (Yuba City, CA)	85 - 100 clients at \$215 a day 70 - 84 clients at \$240 a day 0 - 69 clients at \$250 a day	

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 - 44 clients at \$385 a day 31 - 35 clients at \$405 a day 0 - 30 clients at \$435 a day	
Sequoia Psychiatric Treatment Center (Yuba City, CA)		\$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

ATTACHMENT A.1

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991 * License # 5150001963 * Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers
 FROM: Jeff Payne, Executive Director 
 DATE: 3/17/2024
 RE: FY '24/'25 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	\$260 a day
Casa Del Rio (Hanford, CA)	\$200 a day
Trinity Pines. (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$190a day 10 – 12 clients at \$245 a day 7 – 9 clients at \$305a day 0 – 6 clients at \$330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$215 a day 70 – 84 clients at \$240 a day 0 – 69 clients at \$250 a day
<u>MHRC</u>	
Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$385 a day 31 – 35 clients at \$405 a day 0 – 30 clients at \$435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

Attachment: Attachment C_24-25 WGCC General Signed Rate (10041 : Approve 2nd Modification with Willow Glen Care Center)

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

C23- 081

**First Modification to
Willow Glen Care Center, Inc. Services Contract**

This First Modification Board and Care Services Contract PC20-061 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On June 21, 2022, the parties executed Contract C22-120 to provide the County with board and care services.

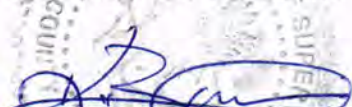
The parties now want to modify the Contract to increase the compensation and update the Rates and Fees.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term, is modified by extending the term of the contract through June 30, 2024.
2. Section 3, Compensation, is modified by increasing the compensation from \$325,000 per fiscal year to \$600,000 per fiscal year.
3. Section 21, Attachment "A" is amended to reflect FY 23/24 Rates and Fees attached hereto as Attachment "A.1" FY 23/24 Rates and Fees.

COUNTY OF COLUSA


Kent S. Boes, Board Chair

Date: 4/25/23

APPROVED AS TO FORM

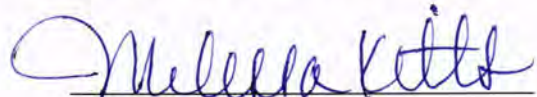

Richard Stout, County Counsel

WILLOW GLEN CARE CENTER


Jeff Payne, Executive Director

Date: 5-2-23

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


Melissa Kitts, Deputy

Attachment: C23-081 1st Mod - Willow Glen Care Center, Inc (10041 : Approve 2nd Modification with Willow Glen Care Center)

ATTACHMENT A.1**FY 23/24 RATES AND FEES**

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and care Facilities

Alpine House (Weaverville, CA)	\$235 a day
Casa Del Rio (Hanford, CA)	\$170 a day
Trinity Pines (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13-16 clients at \$170 a day
	10-12 clients at \$225 a day
	7-9 clients at \$285 a day
	0-6 clients at \$310 a day
Willow Glen/Rosewood (Yuba City, CA)	85-100 clients at \$185 a day
	70-84 clients at \$210 a day
	0-69 clients at \$220 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36-44 clients at \$335 a day
	31-35 clients at \$375 a day
	0-30 clients at \$395 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$385 a day

Residential Services/Board and Care as of 7/1/23

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the County at a rate of \$250 for each evaluation. There is no requirement that the county utilize Willow Glen clinicians for declarations.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY 23/24, to help offset future expected increases to the organization's expenses.

Exhibit E

FEE SCHEDULE

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991 * License # 5150001963 * Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

To: Mental Health Directors Contract Managers

From: Jeff Payne, Executive Director 

Date: 3/23/2023

Regarding: FY '23/'24 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-seventh year of service to the Counties in northern and central California. As we prepare for FY '23/'24, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '23/'24. The rate increase is necessary as a result of significant market changes in employee wages and continued cost increases of all foods and supplies. We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	\$235 a day
Casa Del Rio (Hanford, CA)	\$170 a day
Trinity Pines. (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$170 a day 10 – 12 clients at \$225 a day 7 – 9 clients at \$285 a day 0 – 6 clients at \$310 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$185 a day 70 – 84 clients at \$210 a day 0 – 69 clients at \$220 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$355 a day 31 – 35 clients at \$375 a day 0 – 30 clients at \$395 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$385 a day

Residential Services/Board and Care as of 7/1/23

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '23/'24, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2023 to coincide with the renewal of the Willow Glen Care Center's contract for FY '23/'24. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

4/25/18
Behavior
Health

Services Contract with Willow Glen Care Center, Inc.

This services contract for the provision of board and care services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Willow Glen Care Center, Inc., ("Contractor"), California non-profit corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide board and care services, as more specifically detailed in Attachment "A."
2. **Term:** This Contract shall begin on July 1, 2022 and shall continue until June 30, 2023.
3. **Compensation:** County will pay Contractor compensation not to exceed \$325,000 per fiscal year, 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 directed to the fiscal department of the Colusa County Behavioral Health. 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) Specify client name, number of client days, rate and amount.
 - 5) Itemize the costs incurred.
 - 6) Include a summary of the services provided.
 - 7) 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, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, 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

C22-120

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

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

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance

C22-120

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 two million dollars (\$2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 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.

C22-120

If to County: Colusa County Behavioral Health
162 E Carson Street
Colusa, Ca 95932
Attention: Director
530.458.0520

If to Contractor: Willow Glen Care Center
1547 Plumas Court
Yuba City, CA 95991
Attention: Jeff Payne, Executive Director

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 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

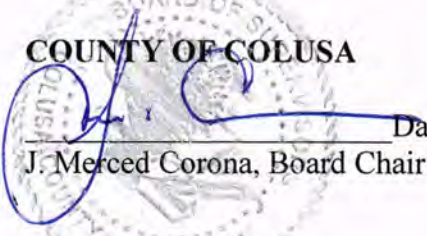
C22- 120

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:

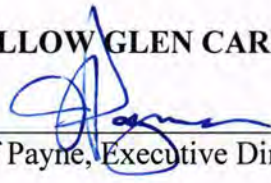
- A. Attachment "A" Program Description, Scope of Services & 22/23 Rates & Fees
- B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA


J. Merced Corona, Board Chair

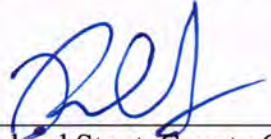
Date: 6/21/22

WILLOW GLEN CARE CENTER


Jeff Payne, Executive Director

Date: 7/7/22

APPROVED AS TO FORM


Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By 
Patricia Rodriguez, Deputy

Attachment: C22-120 Willow Glen Care Center (10041 : Approve 2nd Modification with Willow Glen Care Center)

ATTACHMENT A

Willow Glen Care Center Sequoia Psychiatric Treatment Center Mental Health Rehabilitation Center

Program Description

Willow Glen Care Center operates Sequoia Psychiatric Treatment Center (SPTC) a 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California (opened on August 26, 2013). The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living. Willow Glen Care Center has been providing residential, mental health, and rehabilitation services to Northern California county mental health agencies since 1996 and currently operates 6 licensed facilities serving 30 different counties. The Sequoia Treatment Facility is intended to be an integral part of that system of care.

The goal of Sequoia Psychiatric Treatment Center is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two sources: higher levels of acute, locked, or other long-term placements or from lower levels of supervised or independent living. Sequoia Psychiatric Treatment Center plans to provide a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care: medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

The program will be staffed by professional and paraprofessionals, including a psychiatrist, a physician's assistant, 2 nurse practitioners, a clinical psychologist, a Registered Nurse, 6 LVN/LPTs, a recreation therapist, the Administrator, and a Program Director, and 16 Milieu Counselors. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

The newly constructed facility provides 7500 square feet of living, program and office space, with generous indoor and outdoor activity spaces. The facility is located at 1541 Plumas Court Yuba City, California 95991.

ATTACHMENT A

Scope of Services & Rates Definition of Services

Cedar Grove MHRC – A locked 44-bed mental health rehabilitation center specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. The Center provides a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provide stable placement in a secure environment. The goal of CG is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care for identified clients. The Cedar Grove Program shall:

- i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care where appropriate.
- ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
- iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
- iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting.
- v. Offer a variety of activities which include, but are not limited to:
 1. Crisis Prevention
 2. Psychopharmacologic Medication Evaluation and Management
 3. Wellness and Recovery Services
 4. Medical Service Referral
 5. Peer Support Groups
 6. Client Advocacy
 7. Therapeutic Community
 8. Planned Activities including:
 1. Substance Use Disorder education
 2. Competency restoration
 9. Daily Living Skills

C22-120

- vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Rates and Fees 22/23

Effective 7/1/2022

Board and Care Facilities

Alpine House (Weaverville, CA)	\$230 a day
Casa Del Rio (Hanford, CA)	\$160 a day
Trinity Pines. (Chico, CA)	\$235 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$170 a day 10 – 12 clients at \$225 a day 7 – 9 clients at \$285 a day 0 – 6 clients at \$310 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$170 a day 70 – 84 clients at \$185 a day 0 – 69 clients at \$199 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$340 a day 31 – 35 clients at \$360 a day 0 – 30 clients at \$380 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$375 a day

Residential Services/Board and Care as of 7/1/22

Cedar Grove	\$840 a month
Sequoia Psychiatric Treatment Center	\$840 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$200 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Rates for pre-approved one-to-one supervision and transports remain the same.

ATTACHMENT B

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 Willow Glen Care Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

C22-120

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

- Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
 6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st modification with Environmental Alternatives, dba EA Family Services for mental health treatment services to seriously emotionally disturbed children and youth, effective July 1, 2024.

Approve 1st modification with **Environmental Alternatives, dba EA Family Services** for mental health treatment services to seriously emotionally disturbed children and youth, effective July 1, 2024.

Detailed Description/Background of request

Behavioral Health is requesting this first modification to the contract with EA Family Services in order to extend the term through June 30, 2025 and increase the maximum compensation per fiscal year to \$80,000.

EA Family Services will provide Mental Health Treatment Services to Seriously Emotionally Disturbed (SED) children and youth. Short-Term Residential Therapeutic Program (STRTP) facilities are highly structured residential facilities that are designed to manage severe emotional and behavioral disturbances of children. The program is designed to treat children and youth who have experienced placement failures and are resistive to treatment. The severe nature of the psychological and social disorders of these individuals require intensive specialty mental health services for recovery. Colusa County Behavioral Health currently has a foster care client placed in that area in need of STRTP services.

Behavioral Health requests that the term of the agreement be extended from June 30, 2024 to June 30, 2025. The contract expired on June 30, 2024, however the contractor has continued to perform work under the terms and conditions of the agreement. Behavioral Health also requests to increase the maximum compensation to \$80,000 per fiscal year. All other terms to remain the same.

Prior Board Action

C24-048

Fiscal Impact/Funding Source

Budgeted

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

This agreement is not to exceed \$80,000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures and send to:

EA Family Services
350 Main St
Quincy, CA 95971

ATTACHMENTS:

- 1st Mod_EA Family Services (DOCX)
- C24-048 EA Family Services (PDF)

First Modification Mental Health Treatment Services Contract

This First Modification of the Mental Health Treatment Services contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Environmental Alternatives, dba EA Family Services ("Contractor") a private nonprofit corporation.

Background

On April 23, 2024, the parties executed Contract C24-048 for the Contractor to provide County with mental health treatment services for seriously emotionally disturbed children and youth.

The contract expired on June 30 2024, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the term to June 30, 2025 and increase compensation.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2025.
2. Section 3, Compensation is modified by deleting, "County will pay Contractor compensation in the amount of not to exceed \$76,000 for the term of the contract" and replaced with "County will pay Contractor compensation in the amount of not to exceed \$80,000 per fiscal year."

COUNTY OF COLUSA

ENVIRONMENTAL ALTERNATIVES, DBA EA FAMILY SERVICES

Date: _____
Gary J. Evans, Chair

Date: _____
Signature

APPROVED AS TO FORM

Richard Stout, County Counsel

Printed Name and Title

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

Tiffany Jorgensen, Clerk

C24-048

MENTAL HEALTH TREATMENT SERVICES CONTRACT

This mental health treatment services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Environmental Alternatives, dba EA Family Services ("Contractor"), a private, 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 mental health treatment services for seriously emotionally disturbed children and youth, as more specifically detailed in Attachment "A."
2. **Term:** This Contract shall begin on December 1, 2023, and shall continue until all requested services are completed, but no later than June 30, 2024.
3. **Compensation:** County will pay Contractor compensation in the amount of not to exceed \$76,000 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:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

A. Invoices shall:

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

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

- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
- B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
- C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

C24-048

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:

C24- 048

- A. Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.
- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
- 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with

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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.

C24- 048

If to County: Colusa County Behavioral Health
Attn: Director
162 E. Carson Street
Colusa, CA 95932

If to Contractor: EA Family Services
350 Main Street
Quincy, CA 95971

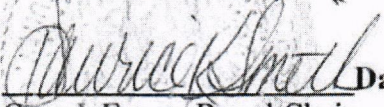
14. **Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
15. **Amendments:**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

C24- 048

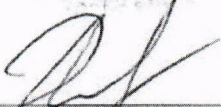
21. Attachments: All attachments referred to are incorporated and made part of the Contract.
Attachments include:

- A. Attachment "A" Scope of Work
- Attachment "B" EA Family Services Rate Sheet
- Attachment "C" HIPAA Business Associate Addendum

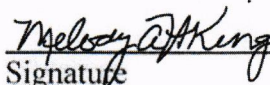
COUNTY OF COUSA

 Date: 4/23/24
for Gary J. Evans, Board Chair

APPROVED AS TO FORM

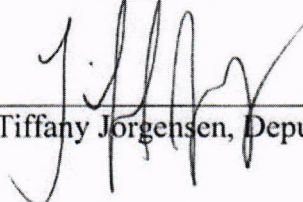

Richard Stout, County Counsel

EA FAMILY SERVICES

 Date: 5/1/24
Signature

Melody King, Executive Director
Printed Name and Title

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


Tiffany Jorgensen, Deputy Clerk

**Environmental Alternatives DBA EA Family Services
Short Term Residential Treatment Program February, 2024**

Scope of Work

Environmental Alternatives Family Services (EA), hereafter referred to as EA or Contractor, will provide Mental Health Treatment Services for Seriously Emotionally Disturbed (SED) children and youth, including eligible MediCal beneficiaries, placed in EA's Short-Term Residential Therapeutic Programs (STRTP) located in Lassen County, CA, as defined by Title 22 regulations.

The highly structured program is designed to manage the severe emotional and behavioral disturbances of the children requiring more restrictive services. The program will be designed to treat children and youth who have experienced multiple placement failures and who are the most resistive to treatment.

All children and youth who meet medical and necessity criteria according to Title 9, Chapter 11, MediCal Specialty Mental Health Services shall receive the following services: Mental Health Services as defined in **Section 1810.227 of Title 9 of the California Code of Regulations**, Medication support services as defined in **Section 1810.225 of Title 9 of the California Code of Regulations**, Crisis Intervention as defined in **Section 1810.209 of Title 9 of the California Code of Regulations**, Targeted Case Management as defined in **Section 1810.249 of the Title 9 of the California Code of Regulations**.

The intensities of the psychological and social disorders of the children and youth necessitate the need for intensive specialty mental health services. Each child will receive the certified MediCal services in the category and amount appropriate for that child's individual need. The EA STRTP will maintain MediCal certification through designated County Behavioral Health. Documentation of services fulfills all MediCal criteria and MediCal documentation standards.

Contractor will provide services to children and youth enrolled in the STRTP as follows:

I. Mental Health Assessment: Within five calendar days of arrival at the facility, every child in a STRTP shall have a completed and signed mental health assessment in a manner consistent with MediCal and STRTP regulations.

a. The STRTP may use a prior mental health assessment provided the assessment was performed within the 60-day period preceding the date of the child's arrival at the STRTP.

b. The mental health assessment must have been conducted or certified by an interagency placement committee in compliance with **Welfare and Institution Code section 4096**, a licensed mental health professional, or an otherwise recognized provider of mental health services within their scope of practice;

c. A licensed mental health professional must review the prior assessment within five days of the child's admission to the STRTP and shall determine

Attachment A

Environmental Alternatives DBA EA Family Services
Short Term Residential Treatment Program February, 2024

whether to sign and accept the prior assessment or whether conducting a more current mental health assessment is clinically appropriate; and

d. As part of the review referenced in paragraph (ii) of this subdivision, the licensed mental health professional must determine whether the prior clinical assessment contains all of the applicable information required in subdivision (b) or whether it is necessary to supplement the previous assessment before signing and accepting it.

e. A mental health assessment meeting the requirements of this section shall satisfy the assessment documentation requirements for MediCal beneficiaries.

f. In the case of an emergency placement pursuant to **Welfare and Institutions Code section 11462.01(h)(3)**, a licensed mental health professional shall make a written determination whether or not the child requires the level of services and supervision provided at the STRTP to meet their behavioral and mental health service needs. The determination shall occur as soon as possible after the child arrives at the STRTP, but no later than 72 hours from the time the child arrives at the facility. Until a licensed mental health professional determines the child requires the level of services and supervision provided at the STRTP, the child shall have one-on-one observation at all times or be physically separated from other children in the program. During this time, the child shall receive all services and programming required in these regulations. ‘

2. Admission Statement: The Contractor's Head of Service or acting Head of Service shall sign an admission statement within five days of the child's admission to the STRTP. In the statement, the Head of Service shall affirm he or she has read the child's mental health assessment, has considered the needs and safety of the child and of the children already admitted to the STRTP, and based on these considerations, affirms that admitting the child is appropriate. The admission statement shall affirm the child meets the criteria for admission established in **California Welfare and Institutions Code section 11462.01 (b)**.

3. Treatment Plan: Each child admitted to a STRTP shall have a Treatment Plan reviewed and signed by a licensed mental health professional, waived/registered professional, or the Head of Service within ten (10) calendar days of the child's arrival at the STRTP. The Treatment Plan shall include all required items per the Version II Interim STRTP Regulations.

The Treatment Plan will be reviewed by a member of the STRTP mental health program staff at least every thirty (30) calendar days. The member of the STRTP mental health program staff that completes the review shall document the review in the client record and include whether it is necessary to make changes to the

**Environmental Alternatives DBA EA Family Services
Short Term Residential Treatment Program February, 2024**

treatment plan. The STRTP shall provide a copy of the treatment plan to the child's placing agency within ten (10) calendar days of the request of the placing agency and in compliance with applicable privacy laws.

4. Child and Family Team Meetings: Contractor will attend all Child and Family Team Meetings for youth residing at their facility. Although CFT's are the responsibility of the Placing Agency, it is the responsibility of the Contractor to ensure a CFT Meeting is conducted at least every 90 days.

5. Progress Notes: For each child, the STRTP shall ensure that there is a minimum of one written daily mental health progress note. In addition to the daily mental health progress note, the STRTP mental health program staff shall write a progress note whenever there is a significant change in condition or behavior, or significant event involving the child. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall be maintained in the child's client record. Within 72 hours of providing the services, progress notes shall be signed (or electronic equivalent) and dated by the mental health program staff member(s) who provided the services. Data Entry will be scanned and emailed to County BH for processing into EHR (if applicable).

6. Medication Control and Monitoring: A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications contributing to the child's mental health condition. This examination shall be noted in the child's client record.

- a. As clinically appropriate, the prescribing physician shall sign a written medication review for each child prescribed psychotropic medication at the time the medication is prescribed and at least **every forty-five (45) days** thereafter as long as the child is on the medication. The medication review shall include the items listed in the STRTP regulations for Medication Control and Monitoring. This review may be prepared by a mental health program staff member acting within the scope of his or her practice and shall be included in the child's client record.
- b. At least **every ninety (90) days**, and as clinically appropriate, a psychiatrist shall review the course of treatment for all children who are not on psychotropic medication. Review results will be included in a progress note signed by the psychiatrist at the completion of the review.
- c. Psychotropic medications for a child placed in a STRTP shall be administered in accordance with all applicable state and federal laws, including, but not limited to, laws related to authorization, administering and dispensing medication, psychotropic medication, storage and disposal, informed consent, documentation of informed consent, and **California Welfare and Institutions Code Sections 369.5 and 739.5.**

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- d. A member of the mental health program staff shall document the following in the child's client record: the date and time the child has ingested any prescribed or non-prescribed medication and any side-effects the child has experienced either reported by the child or as observed by the mental health program staff member.
- e. The mental health program shall comply with **California Code Regulations, title 22 section 80075.**

7. Mental Health Treatment Services: The Contractor shall make available for each child, structured mental health treatment services in the day and evening, seven days per week, in accordance with the child's needs and services plan. The STRTP admitting MediCal beneficiaries shall ensure the following minimum mental health treatment services are available to all children in the mental health program:

- a. **Mental Health Services:** All children and youth living in the STRTP shall receive mental health services such as individual therapy (with or without family present), group therapy, Rehabilitation services, collateral services, Intensive Care Coordination (ICC) services, Intensive Home Based Mental Health Services (IHBS) services, and Therapeutic Behavioral Services (TBS).
- b. **Medication Support Services:** A prescribing physician shall examine each child placed in a STRTP prior to prescribing any psychotropic medication. The exam will include a screening to determine whether there are potential medical complications that may contribute to the child's mental health condition.
- c. **Crisis Intervention Services:** Children and youth living in a STRTP may also receive Crisis Intervention Services as needed. As the planned treatment progresses, it is expected the need for Crisis Intervention Services will diminish and may eventually not be needed.
- d. **Targeted Case Management:** Children and youth living in a STRTP may also receive targeted case management services to help them reach their mental health goals, provide education on mental health issues, and link them to services such as substance abuse services, special education services, and other community based service organizations.
- e. **IHBS - Intensive Home Based Services:** Youth living in the STRTP who meet the criteria for IHBS will receive intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of a child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the client plan. IHBS services will be provided a minimum of 1x/week unless client has met goals

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and IHBS is phasing out. IHBS is provided in addition to Therapy. If client/caregiver declines weekly services, Documentation must demonstrate that weekly services were offered and declined.

A mental health program admitting MediCal beneficiaries shall ensure Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Supplemental Specialty Mental Health Services as defined in **Section 1810.215 of Title 9 of the California Code of Regulations** are available to all MediCal beneficiaries in the program.

8. Clinical Review Report and Transition Determination: A licensed mental health professional shall perform a clinical review of the child's status and progress in treatment **every ninety (90) days** to determine whether the child should remain in the program or be transitioned to a different level of care. The licensed mental health professional shall make the determination in consultation with the placing agency or agencies and with the feedback of direct care staff within the STRTP. A report documenting this clinical review shall be maintained in the child's client record. The clinical review report shall include:

- a. A summary of the types and frequency of services provided to the child and the impact of these services on the child's achievement of the goals outlined in the child's Treatment Plan.
- b. Justification for the decision for continued stay or transition of the child based on the child's client record and licensed mental health professional's clinical opinion.
- c. A transition determination plan shall be developed, completed, and signed by a member of the EA STRTP staff prior to the date the child transitions out of the STRTP. A copy shall be provided, as applicable, to the parent, guardian conservator, or person identified by the court to participate in the decision to place the child in the STRTP.

The STRTP mental health program staff shall meet at least once every ninety (90) days, or more often if needed to discuss the diagnosis, mental health progress, treatment planning and transition planning for the child. Prior to or during each meeting, the STRTP mental health program staff shall obtain information from direct care staff about their observations, if any, for the child. The head of services or a licensed mental health professional or waiver/registered professional shall attend each meeting along with other mental health professional staff that provide mental health services to the child. The meetings should include the most active and informed members of the mental

**Environmental Alternatives DBA EA Family Services
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health program staff responsible for the child's mental health treatment.

Contractor staff will adhere to all federal, state, and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum MediCal reimbursement. Disallowances will be subtracted from total Units of Service.

The County Behavioral Health Compliance Plan and Documentation Procedures will be followed, including, but not limited to, timely submission of Progress Notes, and completion of all documentation per regulations. County BH reserves the right to recover payment for Disallowances and Unbilled Services.

9. Reimbursable Services: All state legislative training requirements for employees will be met and all MediCal regulations will be followed. Contractor staff will adhere to all federal, state, and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum MediCal reimbursement. County BH reserves the right to recover payment for Disallowances and Unbilled Services.

10. Cultural Competency: County BH is committed to the recognition and appreciation of cultural diversity among service delivery staff, clients and community partners. Contractors are expected to make every effort to provide services to children/youth in their primary or preferred language. Forms, documents, and brochures will be available in the child/youths preferred language. Contractors will provide services to children, youth, and their family members in a culturally competent manner. Upon request, Contractor will present evidence of cultural sensitivity training provided to their staff members.

11. Measurement of Individual Outcomes:

- a. The Child and Adult Needs and Strengths Assessment (CANSA) is an all-ages assessment tool used to support client care planning and level of care decision- making, and to monitor client progress and outcomes. Contractor will assess each child/youth served with the CANSA at intake, every 6 months, and at the end of treatment. Contractor will comply with all client level data requests in a format to be specified by County BH.
- b. The Pediatric Symptom Checklist (PSC-35) is a parent/caregiver checklist designed to facilitate the recognition of cognitive, emotional, and behavioral problems so interventions can be initiated as early as possible. Contractor will administer the parent/caregiver version of the PSC-35 at intake, every 6 months, and at the end of treatment.

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12. Client Satisfaction Surveys: A survey will be conducted by the Contractor on an annual basis to measure client satisfaction and the quality of therapeutic alliances.

13. Note Deletions If a note deletion is needed, the request must be sent to the County BH Quality Assurance and Compliance Manager for review

14. Program Staffing & Productivity:

- c. The staffing pattern shall meet all State licensing and regulatory requirements set forth in **Title IX, Division 1, Article 3.5, Section 531 of the California Code of Regulations**. The Head of Service shall meet the regulations in **Title IX, Sections 622-630**. There shall be an appropriate level of supervisory staff as required by regulation or statute.

All staff positions which require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the appropriate state licensing or certification board. The Contractor will maintain job descriptions consistent with Scope of Practice for each position.

In accordance with State law, the following services will only be provided by a Licensed Professional of the Healing Arts (LPHA) or licensed waived staff:

- Assessments and behavioral analyses;
- Treatment and safety planning;
- Individual and family therapy.

An LPHA will also be responsible for ensuring the safety of children, youth and families in the program. The State of California defines LPHA as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage & Family Therapist (LMFT), a Licensed Professional Clinical Counselor (LPCC), an Associate Clinical Social Worker (AS W), an Associate Marriage & Family Therapist (AMFT), or an Associate Professional Clinical Counselor (APCC).

Targeted Case Management and Mental Health Services may be provided directly by the LPHA or by a LPHA-supervised support counselor or rehabilitation counselor. These services will provide behavioral support to children, youth and families by:

- Assisting children, youth and families developing new coping skills;
- Structuring and maintaining a safe environment;
- Connecting children, youth and families with services and resources.

Clinical staff will maintain a minimum expected productivity rate (as measured by billable

**Environmental Alternatives DBA EA Family Services
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minutes of
service) for all scheduled work hours as outlined in this scope of services

Quarterly Program Reporting Requirements:

In addition to the specific reporting requirements included within this Agreement, Contractor will *report*:

- Average full time equivalent (FTE) for all staff directly charged to the program. Average should be provided for each month individually within the reporting quarter.
- Statement of actual program expenses

15. Additional Reporting Requirements:

- d. Length of stay per individual and reported in number of days
- e. Number of ICC services provided or delivered
- f. Number of CFTs provided or delivered
- g. Date of any Interagency Placement Committee (IPC) approval
- h. Number of clients who AWOL including date of A WOL

16. Project Goals and Objectives

The primary objective is for each child/youth to reach his/her optimal level of functioning and return to a less restrictive setting in the community. The goals are as follows:

- I. Achieve compliance with STRTP regulations.
 - 1.1 All children will have a signed admissions statement within five calendar days of the child's arrival at the STRTP.
 - 1.2 Reduce children and youth admissions to inpatient psychiatric facilities and crisis emergency services.
 - 1.3 No more than 7% of children/youth will require psychiatric hospitalization while in treatment with Contractor.
 - 1.4 No more than 7% of children/youth will receive crisis emergency services at a county mental health crisis department.
- Reduce arrests among children and youth.
- No more than 7% of children/youth will be arrested or detained in a county juvenile justice center while in treatment with Contractor.
- Improve the outcomes of children and youth as measured by a standardized assessment and/or checklist.
- At least 70% of discharged children and youth will demonstrate a reduction in the number of CANSA score items that are scored 2 or 3.
- At least 70% of children and youth will have a reduction in

**Environmental Alternatives DBA EA Family Services
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symptomology on the Pediatric Symptom Checklist (PSC-35) at discharge.

17. Timeliness Data Requirements:

- i. Potential clients (i.e., individuals requesting behavioral health services who are currently unserved) will be offered an initial face to face clinical assessment within 5 days of arrival at the facility.
- j. Clients requesting psychiatric services will be offered an initial psychiatric evaluation appointment within 15 days of determination of necessity.
- k. Report each unserved client's initial request to initiate therapy or psychiatric services.
 - o Date of initial request for therapy or psychiatry services
 - o Date of first offered assessment appointment to initiate therapy or psychiatry services
 - o Date of first accepted assessment appointment to initiate therapy or psychiatry services
 - o Date of first kept assessment appointment that initiates therapy or psychiatry services
 - o Date assessment is complete
 - o Date of first offered treatment appointment
 - o Date of first treatment appointment
 - o Date client is closed to services
- l. Report average number of days between initial request for services and date services were offered.
- m. Timeliness data will be submitted through the County BHS Timeliness Application within 3 business days of initial request for service (if applicable)

18. Report each Notice of Adverse Benefit Determination (NOABD)

Delivery System Notice of Adverse Benefit Determination (NOABD)

Requirement: Report each Notice of Adverse Benefit Determination (NOABD) Delivery System Notification sent to unserved beneficiaries who were not offered a face to face assessment within the designated business day timeframes. In these instances, NOABD's must be sent to beneficiaries within 2 business days of the initial request for service.

19. Network Adequacy Capacity Tool (NACT) Reporting Requirements:

- Network Adequacy Capacity Tool (NACT) reporting requirements:
 - o Staff name, license, job title
 - o Languages services are provided

**Environmental Alternatives DBA EA Family Services
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- o Current caseload
- o Staff program assignment

Additional Training Requirements: Child and Elder Abuse Reporting Training; Annual Recertification of CANS and maintenance of a trained CANS Supervisor; Child and Family Team (CFT) facilitation training (once per staff member conducting CFT's) and all trainings as outlined in the Interim STRTP Regulations (Version II).

Program Evaluation: The effectiveness of the Program will be evaluated on Contractor's achievements towards the program goals and objectives as listed above. The evaluation process will consist of progress reports to be submitted by the Contractor and program audits to be conducted by County BH. As part of program evaluation, Contractor will assist with the administration of consumer and family member satisfaction surveys as requested by County BH. Contractor will submit quarterly and annual data reports in a format specified by County BH if applicable.

ATTACHMENT B

EA Family Services Rate Sheet						
Specialty Mental Health Requested	Authorized Minutes	Minutes/Unit	Units	Cost/Unit	Total Cost Authorized	
Assessment	600	15	40	\$ 63.46	\$ 2,538.4	
Plan Development	1440	15	96	\$ 63.46	\$ 6,092.1	
Individual Therapy	2880	60	48	\$ 253.85	\$ 12,184.8	
Group Therapy	2880	15	192	\$ 63.46	\$ 12,184.3	
Family Therapy	1220	15	81.33333	\$ 63.46	\$ 5,161.4	
Collateral Services	1220	15	81.33333	\$ 63.46	\$ 5,161.4	
Targeted Case Management	1440	15	96	\$ 63.46	\$ 6,092.1	
Medication Support	1220	15	81.33333	\$ 243.85	\$ 19,833.1	
Other IHBS	1440	15	96	\$ 63.46	\$ 6,092.1	
Total Estimated Cost					\$ 75,339.9	

Attachment: C24-048 EA Family Services (10052 : Approve 1st Modification with Environmental Alternatives, dba EA Family Services)

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.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;
- (f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;
- (g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

- (i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);
- (j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;
- (k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.
- (l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

- legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Adopt a Resolution authorizing Colusa County Department of Health and Human Services to enter into an agreement for the Federal Emergency Solutions Grant Program and completion of the Designee Letter

Adopt a Resolution authorizing Colusa County Department of Health and Human Services to enter into an agreement for the Federal Emergency Solutions Grant Program and completion of the Designee Letter

Detailed Description/Background of request

The California Department of Housing and Community Development (HCD) provides funding for emergency housing services through a variety of means including the Emergency Solutions Grant (ESG) Program. Colusa County Department Health and Human Services (DHHS) submitted an application and was awarded funding for the next cycle of the Program.

The funding requested will be utilized to provide shelter and re-housing, homelessness prevention activities, and support to domestic violence survivors. Total amount of the award is \$120,000.00.

Prior Board Action

None, as this represents the start of a new grant funding cycle.

Fiscal Impact/Funding Source

No impact on County General fund.

Action for the Clerk

Following execution of the Resolution please return signed Designee Letter and the Resolution to Amilcar Avendano at DHHS.

ATTACHMENTS:

- Colusa County ESG 23 BOS Resolution (DOCX)
- 23-ESG-18054 - County of Colusa Department of Health and Human Services Housing Depart- 2023 ESG Balance of State Competitive Award Letter (PDF)

Action Item (ID # 10060)

Meeting of October 1, 2024

- Colusa 2023 ESG Designee Letter (PDF)

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2023-2024 FUNDING YEAR OF THE STATE ESG
PROGRAM, BALANCE OF STATE ALLOCATION NOFA.**

A necessary quorum and majority of the supervisors of the County of Colusa on behalf of the Department of Health & Human Services ("Applicant") hereby consent to, adopt and ratify the following resolution:

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") for the **Balance of State Allocation** dated 07/29/2024 under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and whereas;

SECTION 1:

Applicant is an approved Applicant by their Continuum of Care under the Balance of State Allocation and is hereby authorized and directed to receive an ESG grant, in an amount not to exceed \$120,000 in accordance with all applicable rules and laws.

SECTION 2:

The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 3:

If applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all other contracts Applicant may have with the Department.

SECTION 4:

The Applicant hereby authorizes and directs Colusa County Department of Health & Human Services Director Elizabeth Kelly, or designee, to execute and deliver all applications and act on the Applicant's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Colusa County Administrative Officer Wendy G. Tyler, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Colusa County Department of Health & Human Services Director Elizabeth Kelly, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the County of Colusa Board of Supervisors held on October 1, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Evans, Chair Colusa County BOS
Signature of Approving Officer

I, Ann Nordyke, am the Chief Board Clerk of the County of Colusa a county, and as such, am familiar with the facts herein and do hereby certify as follows:

1. That the Colusa County Department of Health & Human Services is a governing body, duly formed, validly existing and duly qualified to transact business in the State of California, with full power and authority to enter into agreements with the Department of Housing and Community Development ("Department")

By: Ann Nordyke

Date: _____

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



July 29, 2024

Wendy Tyler, County of Colusa Chief Administrative Officer
County of Colusa Department of Health & Human Services Housing Department
251 E. Webster Street
Colusa, CA 95932

Dear Wendy Tyler:

**RE: Award Announcement – Emergency Solutions Grants Program
Notice of Funding Availability Fiscal Year 2023/2024
County of Colusa Department of Health & Human Services Housing
Department - *Balance of State Allocation, Regional Competition Pool* -
Contract No. 23-ESG-18054**

The California Department of Housing and Community Development (Department) is pleased to announce County of Colusa Department of Health & Human Services Housing Department have been awarded an **Emergency Solutions Grants Program (ESG) - 2023 Balance of State Allocation - Regional Competition Pool** award in the amount of \$120,000. This letter constitutes notice of the designation of ESG program funds for **County of Colusa Department of Health & Human Services Housing Department**.

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (Department) or otherwise notified by Department staff. For any questions regarding the embargo, please email the Legislative Division at hcdlegislation@hcd.ca.gov or by phone at (916) 263-6206.

Awardees may incur grant costs after the date of the award letter, with written authorization from the Department. Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing. The Department intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you within a week to discuss and confirm any documents needed.

Congratulations on your successful application. For further information, please contact Sarah Theobald, Federal Branch, ESG Program Manager, (916) 620-2877 or Sarah.Theobald@hcd.ca.gov.

Sincerely,

Jenny Cho
Deputy Director
Division of Federal Financial Assistance

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**Emergency Solutions Grant (ESG) Program
2023 Balance of State Allocation, Regional Competition Pool**

Award Fact Sheet

**County of Colusa Department of Health & Human Services Housing Department
Colusa, Glenn, Trinity Counties CoC CoC**

ACTIVITIES FUNDED	
Homelessness Prevention	\$ 10,000
Rapid Re-Housing	\$ 100,000
HMIS	\$ 10,000
TOTAL AWARD	\$ 120,000

COUNTY OF COLUSA
HEALTH AND HUMAN SERVICES

251 E. Webster St.
Colusa, CA 95932

Elizabeth Kelly
Director



ADMINISTRATION: (530) 458-0250

HUMAN SERVICES DIVISION

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

HEALTH SERVICES DIVISION

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

October 1, 2024

Sarah Theobald, ESG Program Manager

Federal Programs Branch
2020 W. El Camino, Suite 200
Sacramento, CA 95833

Subject: County of Colusa Department of Health & Human Services
Emergency Solutions BOS Grant 2023
County of Colusa

Dear Sarah:

This letter will serve as verification that **Elizabeth Kelly, Director of the County of Colusa Department of Health & Human Services** has been designated to act on behalf of the **County of Colusa** in accordance with **the County of Colusa** Resolution for the Emergency Solutions Grant relative to the above-subject agreement.

If you have further questions or require additional assistance, please feel free to contact this office at 530-458-0508.

Wendy Tyler, CAO

Date: 10/01/2024

Attachment: Colusa 2023 ESG Designee Letter (10060 : Resolution for Application of an Emergency Solutions Grant)

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve the annual budget update of the Children's Medical Services (CMS) Plan for 2024/25, and authorize the Public Health Deputy Director and appropriate DHHS fiscal staff to sign the budget pages.

Approve the annual budget update of the Children's Medical Services (CMS) Plan for 2024/25, and authorize the Public Health Deputy Director and appropriate DHHS fiscal staff to sign the budget pages.

Detailed Description/Background of request

Each year DHHS receives allocated funding from the Department of Health Care Services (DHCS) for the provision of California Children's Services (CCS) and Health Care Program for Children in Foster Care (HPCFC), both programs are part of Children's Medical Services (CMS). DHHS must submit a comprehensive CMS plan to DHCS every year in order to receive this funding.

The CMS Plan provides annual information about services to be delivered under each of the programs and includes budget information. The CCS program provides health coverage, screening, diagnosis and treatment and case management services; the HPCFC program provides health care and case management services to children in foster care. Each program provides essential health care services to low-income and disadvantaged children in Colusa County. Colusa County FY 24/25 CCS M&O allocation is \$41,750.00 and HPCFC admin allocation is \$337,630.00.

FY24/25 changes: Senate Bill (SB) 108 amended SEC. 166. Item 4260-101-0001 of Section 2.00 of the Budget Act of 2024 to include provision 21 which allows the counties to deviate from the department's established allocation staffing methodology governing the use of the county HPCFC administrative budget and CCS Compliance Monitoring and Oversight (M&O) budget for purposes of extending flexibility to the counties regarding appropriate staffing necessary to implement and operationalize the HPCFC program manual requirements and readiness activities for the CCS M&O.

To be eligible for this flexibility, the county must submit the attached One-Time Flexibilities - SB 108 Administrative Support Budget workbook, including the county's Board of Supervisors proof of approval, to DHCS, no later than October 1, 2024.

Prior Board Action

Approval of the 2023/24 CMS Plan on 05/21/2024.

Fiscal Impact/Funding Source

No impact to County General Fund as this plan generates revenue.

Action for the Clerk

Attached are copies of the budget workbook for the CCS and HCPCFC programs. **Please email a signed Board order of an approval of both program budgets to DHHS staff no later than October 1, 2024 as it is a deadline for a submission to DHCS.** Please email it to Chris Fusaro, Amy Abney, Abigale Henderson, and Kirill Obraztsov to ensure prompt submission to DHCS.

ATTACHMENTS:

- Agency Information CCS (PDF)
- Agency Information HCPCFC (PDF)
- Budget Narrative CCS (PDF)
- Budget Narrative HCPCFC (PDF)
- Budget Worksheet CCS (PDF)
- Budget Worksheet HCPCFC (PDF)
- Summary Table CCS (PDF)
- Summary Table HCPCFC (PDF)
- SB 108-CCS M&O & HCPCFC Budget Workbook 09.05.24 (XLSM)

California Children's Services (CCS) Monitoring & Oversight (M&O)
One-Time Flexibilities
Agency Information

		County/City:	Fiscal Year:
		Colusa	2024-25
Street Address: 251 E. Webster Street		Central Email Address:	Julian Delgado, MD
City: Colusa			colusacountyhealthofficer@countyofcolusaca.gov
Zip Code: 95932			
Director		Chair, Board of Supervisors	
Name, Title: Abigale Henderson		Name:	Gary Evans
Phone: 530-458-0266		Phone:	
Email: abigale.henderson@countyofcolusaca.gov		Email:	boardclerks@countyofcolusaca.gov
List All Program Staff (CCS M&O)			
Name:	Position/Classification:	Email:	
Abigale Henderson	Deputy Director, CCS Administrator	abigale.henderson@countyofcolusaca.gov	
Vacant	Public Health Nursing Supervisor		
Celia Su	Public Health Nurse	celia.su@countyofcolusaca.gov	
Lorri Mckey	Case Manager	lorri.mckey@countyofcolusaca.gov	
<i>Additional rows may be added above this line.</i>			
Authorized Director:		Signature and Date:	

**Health Care Program for Children in Foster Care (HPCFC) Administrative Budget
One-Time Flexibilities
Agency Information**

		County/City:	Fiscal Year:
		Colusa	2024-25
Street Address:	251 E. Webster Street	Central Email Address:	Julian Delgado, MD
City:	Colusa		colusacountyhealthofficer@countyofcolusaca.gov
Zip Code:	95932		
Director		Chair, Board of Supervisors	
Name, Title:	Abigale Henderson	Name:	Gary Evans
Phone:	530-458-0266	Phone:	
Email:	abigale.henderson@countyofcolusaca.gov	Email:	boardclerks@countyofcolusaca.gov
List All Program Staff (HPCFC Admin)			
Name:	Position/Classification:	Email:	
Abigale Henderson	Deputy Director, CCS Administrator	abigale.henderson@countyofcolusaca.gov	
Vacant	Public Health Nursing Supervisor		
Celia Su	Public Health Nurse	celia.su@countyofcolusaca.gov	
Lorri Mckey	Case Manager	lorri.mckey@countyofcolusaca.gov	
Celia Gomez	Public Health Assistant	celia.gomez@countyofcolusaca.gov	
Additional rows may be added above this line.			
Authorized Director:		Signature and Date:	

**California Children Services (CCS) Monitoring & Oversight (M&O) Budget
One-Time Flexibilities
Budget Narrative**

		County/City Name:	Fiscal Year:
		Colusa	2024-25
I. Personnel Expenses: <i>Identify Personnel Expenses, specifying roles, time allocations, and costs supporting M&O activities.</i>			
Program percentages are based on the Scope of Work. Our county's full time employees work 37.5 hours a week. All budgeted program positions are based on an FTE equaling 1,950 hours a year. Program job duties attached. Total program time are projected based on scope of work.			
II. Operating Expenses: <i>Identify and explain all expenses included in the "Operating Expenses" line item of the Budget Worksheet.</i>			
III. Capital Expenses: <i>Identify and explain all expenses included in the in the "Capital Expenses" line item of the Budget Worksheet.</i>			
IV. Indirect Expenses: <i>Identify and explain all expenses included in the "Indirect Expenses" line items (Internal and External) of the Budget Worksheet.</i>			
Internal:	Administrative Overhead - Allocated costs based on FY 24-25 budgeted expenditures for agency administrative unit's salaries, benefits, and overhead.		
External:	County Cost Allocation Plan (A-87)		
V. Other Expenses: <i>Identify and explain all expenses included in the "Other Expenses" line item of the Budget Worksheet.</i>			

I certify that the County CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), Provision 21 of the SB 108, and any applicable rules or regulations promulgated by the Department of Health Care Services pursuant to this article and these Chapters. I further certify that this County CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this County CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this County CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:

Signature:

Attachment: Budget Narrative CCS (10064 : Children's Medical Services Annual Budget Update)

**Health Care Program for Children in Foster Care (HPCFC) Administrative Budget
One-Time Flexibilities
Budget Narrative**

		County/City Name:	Fiscal Year:
		Colusa	2024-25
I. Personnel Expenses: <i>Identify Personnel Expenses, specifying roles, time allocations, and costs supporting costs supporting HPCFC activities.</i>			
Program percentages are based on the Scope of Work. Our county's full time employees work 37.5 hours a week. All budgeted program positions are based on an FTE equaling 1,950 hours a year. Program job duties attached. Total program time are projected based on scope of work.			
II. Operating Expenses: <i>Identify and Explain All Expenses Included in the "Operating Expenses" Line Item of the Budget Worksheet.</i>			
III. Capital Expenses: <i>Identify and Explain All Expenses Included in the "Capital Expenses" Line Item of the Budget Worksheet.</i>			
IV. Indirect Expenses: <i>Identify and Explain All Expenses Included in the "Indirect Expenses" Line Items (Internal and External) of the Budget Worksheet.</i>			
Internal:	Administrative Overhead - Allocated costs based on FY 24-25 budgeted expenditures for agency administrative unit's salaries, benefits, and overhead.		
External:	County Cost Allocation Plans (A-87)		
V. Other Expenses: <i>Identify and Explain All Expenses Included in the "Other Expenses" Line Item of the Budget Worksheet.</i>			

I certify that the HPCFC Program will comply with all applicable provisions of Welfare Institution Codes (WIC); WIC 5328.04, WIC 369, WIC 16010, 16501, 358.1, 361.5, 366.1, 366.22(b) or 366.22(d)59, 60, 61, 62, 63, 64» Child Welfare Services Program Standards: MPPs 31- 002(10), 31-075 (I 1-2), 31-205 (h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-335 .1, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(j), 31-405.1(k, l, l1), and 31-420.1(.7)65, WIC 16001.9(a), WIC 16501.1(g)(4), WIC 739, WIC 1771077, WIC 1772078, WIC 17730-1773879, I further certify that the HPCFC Program will comply will all applicable Medi-Cal Regulations; California Code of Regulations (CCR), Title 22, 50031; 50157(a), (d), (e), and (f) and 50184(b)80, Health and Safety Code (HSC) 10092581, HSC 10092581, Medi-Cal Foster Care Strategies 88, CCR 5118496, HSC 10095083, WIC 739 - Medical Care for Probation76, Title 42, Code of Federal Regulations (CFR), 440.40and Part 441, Subpart B84, 85, 86, 87. I further certify that this HPCFC Program will comply with regulations and statute; Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 473 (a)(1)(B) Adoption and Guardianship Assistance Program89, Social Security Act (42 U.S.C 1396(d) 1902(a), 1905(a)(4)(B), and 1905(r)91, 92, 93, 94, Health Care Program for Children in Foster Care – Revised 2024 16, and Provision 21 of the SB 108, and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this HPCFC Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further agree that this HPCFC Program may be subject to all sanctions or other remedies applicable if this HPCFC Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:	Signature and Date:

**California Children's Services (CCS) Monitoring & Oversight (M&O) Budget
One-Time Flexibilities
Budget Worksheet**

			County/City Name:	Fiscal Year:
			Colusa	2024-25
I. Personnel Expenses			Total FTE %	Total Budget
#	Name	Position Classification	Annual Salary	
1	Abigale Henderson	Deputy Director, CCS Administra	\$134,285	\$6,714
2	Vacant	Public Health Nursing Superisior	\$112,933	\$2,259
3	Celia Su	Public Health Nurse	\$102,056	\$6,123
4	Lorri Mckey	Case Manager	\$68,192	\$4,773
5	0	0	\$0	\$0
6	0	0	\$0	\$0
7	0	0	\$0	\$0
8	0	0	\$0	\$0
9	0	0	\$0	\$0
10	0	0	\$0	\$0
<i>(insert additional rows above this line as needed)</i>				
Total Support Staff FTE %			100%	
Total Net Salaries and Wages				\$19,870
Staff Benefits (Specify %)			68%	\$13,530
I. Total Personnel Expenses				\$33,400
II. Total Operating Expenses <i>(Provide Details in Narrative)</i>				\$0
III. Total Capital Expenses <i>(Provide Details in Narrative)</i>				\$0
IV. Indirect Expenses <i>(Provide Details in Narrative)</i>				
1.	Internal (Specify %)	17%		\$5,595
2.	External (Specify %)	8%		\$2,756
IV. Total Indirect Expenses <i>(Provide Details in Narrative)</i>				\$8,350
V. Total Other Expenses <i>(Provide Details in Narrative)</i>				\$0
Budget Grand Total				\$41,750

I certify that the County CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), Provision 21 of the SB 108, and any applicable rules or regulations promulgated by the Department of Health Care Services pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this County CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this County CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:

Signature and Date:

Attachment: Budget Worksheet CCS (10064 : Children's Medical Services Annual Budget Update)

**Health Care Program for Children in Foster Care (HCPCFC) Administrative Budget
One-Time Flexibilities
Budget Worksheet**

				County/City Name:	Fiscal Year:
				Colusa	2024-25
I. Personnel Expenses			Total FTE %	Annual Salary	Total Budget
#	Name	Position Classification			
1	Abigale Henderson	Deputy Director, CCS Administration	19%	\$134,285	\$25,642
2	Vacant	Public Health Nursing Supervisor	5%	\$112,933	\$5,816
3	Celia Su	Public Health Nurse	40%	\$102,056	\$40,822
4	Lorri Mckey	Case Manager	90%	\$68,192	\$61,373
5	Celia Gomez	Public Health Assistant	40%	\$63,311	\$25,324
6	0	0	0%	\$0	\$0
7	0	0	0%	\$0	\$0
8	0	0	0%	\$0	\$0
9	0	0	0%	\$0	\$0
10	0	0	0%	\$0	\$0
<i>(insert additional rows above this line as needed)</i>					
Total Support Staff FTE %			100%		
Total Net Salaries and Wages					\$158,978
Staff Benefits (Specify %)		70%			\$111,126
I. Total Personnel Expenses					\$270,104
II. Total Operating Expenses <i>(Provide Details in Narrative)</i>					\$0
III. Total Capital Expenses <i>(Provide Details in Narrative)</i>					\$0
IV. Indirect Expenses <i>(Provide Details in Narrative)</i>					
1.	Internal (Specify %)	17%			\$45,242
2.	External (Specify %)	8%			\$22,284
IV. Total Indirect Expenses <i>(Provide Details in Narrative)</i>					\$67,526
V. Total Other Expenses <i>(Provide Details in Narrative)</i>					\$0
Budget Grand Total					\$337,630

I certify that the HCPCFC Program will comply with all applicable provisions of Welfare Institution Codes (WIC); WIC 5328.04, WIC 369, WIC 16010, 16501, 358.1, 361.5, 366.1, 366.22(b) or 366.22(d)59, 60, 61, 62, 63, 64, Child Welfare Services Program Standards: MPPs 31- 002(10), 31-075 (I 1-2), 31-205 (h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362,31-335 .1, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(j), 31-405.1(k, l,l), and 31-420.1(.7)65, WIC 16001.9(a), WIC 16501.1(g)(4), WIC 739, WIC 1771077, WIC 1772078, WIC 17730-1773879, I further certify that the HCPCFC Program will comply will all applicable Medi-Cal Regulations; California Code of Regulations (CCR), Title 22, 50031; 50157(a), (d), (e), and (f) and 50184(b)80, Health and Safety Code (HSC) 10092581, HSC 10092581, Medi-Cal Foster Care Strategies 88, CCR 5118496, HSC 10095083, WIC 739 - Medical Care for Probation 76, Title 42, Code of Federal Regulations (CFR), 440.40 and Part 441, Subpart B84, 85, 86, 87. I further certify that this HCPCFC Program will comply with regulations and statute; Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 473 (a)(1)(B) Adoption and Guardianship Assistance Program 89, Social Security Act (42 U.S.C 1396(d) 1902(a), 1905(a)(4)(B), and 1905(r)91, 92, 93, 94, Health Care Program for Children in Foster Care – Revised 2024 16, and Provision 21 of the SB 108, and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this HCPCFC Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further agree that this HCPCFC Program may be subject to all sanctions or other remedies applicable if this HCPCFC Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:	Signature and Date:

**California Children Services (CCS) Monitoring & Oversight (M&O) Budget
One-Time Flexibilities
Budget Summary**

	County/City Name	Fiscal Year
	Colusa	2024-25
Category/Line Item	Total Budget	
I. Total Personnel Expenses	\$33,400	
II. Total Operating Expenses	\$0	
III. Total Capital Expenses	\$0	
IV. Total Indirect Expenses	\$8,350	
V. Total Other Expenses	\$0	
Budget Grand Total	\$41,750	

I certify that the County CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), Provision 21 of the SB 108, and any applicable rules or regulations promulgated by the Department of Healthcare Services pursuant to this article and these Chapters. I further certify that this County CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this County CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this County CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:	Signature and Date:

**Health Care Program for Children in Foster Care (HCPCFC) Administrative Budget
One-Time Flexibilities
Budget Summary**

	County/City Name	Fiscal Year
	Colusa	2024-25
Category/Line Item	Total Budget	
I. Total Personnel Expenses	\$270,104	
II. Total Operating Expenses	\$0	
III. Total Capital Expenses	\$0	
IV. Total Indirect Expenses	\$67,526	
V. Total Other Expenses	\$0	
Budget Grand Total	\$337,630	

I certify that the HCPCFC Program will comply with all applicable provisions of Welfare Institution Codes (WIC); WIC 5328.04, WIC 369, WIC 16010, 16501, 358.1, 361.5, 366.1, 366.22(b) or 366.22(d)59, 60, 61, 62, 63, 64» Child Welfare Services Program Standards: MPPs 31- 002(10), 31-075 (I 1-2), 31-205 (h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362,31-335 .1, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(j), 31-405.1(k, l,l1), and 31-420.1(.7)65, WIC 16001.9(a), WIC 16501.1(g)(4), WIC 739, WIC 1771077, WIC 1772078, WIC 17730-1773879, I further certify that the HCPCFC Program will comply will all applicable Medi-Cal Regulations; California Code of Regulations (CCR), Title 22, 50031; 50157(a), (d), (e), and (f) and 50184(b)80, Health and Safety Code (HSC) 10092581, HSC 10092581, Medi-Cal Foster Care Strategies 88, CCR 5118496, HSC 10095083, WIC 739 - Medical Care for Probation76, Title 42, Code of Federal Regulations (CFR), 440.40and Part 441, Subpart B84, 85, 86, 87. I further certify that this HCPCFC Program will comply with regulations and statue; Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 473 (a)(1)(B) Adoption and Guardianship Assistance Program89, Social Security Act (42 U.S.C 1396(d) 1902(a), 1905(a)(4)(B), and 1905(r)91, 92, 93, 94, Health Care Program for Children in Foster Care – Revised 2024 16, and Provision 21 of the SB 108, and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this HCPCFC Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further agree that this HCPCFC Program may be subject to all sanctions or other remedies applicable if this HCPCFC Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:

Signature and Date:

**Health Care Program for Children in Foster Care (HPCFC) Administrative Budget
One-Time Flexibilities
Budget Narrative**

		County/City Name:	Fiscal Year:
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I. Personnel Expenses: <i>Identify Personnel Expenses, specifying roles, time allocations, and costs supporting costs supporting HCPCFC activities.</i>			
Program percentages are based on the Scope of Work. Our county's full time employees work 37.5 hours a week. All budgeted program positions are based on an FTE equaling 1,950 hours a year. Program job duties attached. Total program time are projected based on scope of work.			
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III. Capital Expenses: <i>Identify and Explain All Expenses Included in the "Capital Expenses" Line Item of the Budget Worksheet.</i>			
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External:	County Cost Allocation Plans (A-87)		
V. Other Expenses: <i>Identify and Explain All Expenses Included in the "Other Expenses" Line Item of the Budget Worksheet.</i>			

I certify that the HCPCFC Program will comply with all applicable provisions of Welfare Institution Codes (WIC); WIC 5328.04, WIC 369, WIC 16010, 16501, 358.1, 361.5, 366.1, 366.22(b) or 366.22(d)59, 60, 61, 62, 63, 64» Child Welfare Services Program Standards: MPPs 31- 002(10), 31-075 (I 1-2), 31-205 (h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362,31-335 .1, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(j), 31-405.1(k, l,1), and 31-420.1(.7)65, WIC 16001.9(a), WIC 16501.1(g)(4), WIC 739, WIC 1771077, WIC 1772078, WIC 17730-1773879, I further certify that the HCPCFC Program will comply will all applicable Medi-Cal Regulations; California Code of Regulations (CCR), Title 22, 50031; 50157(a), (d), (e), and (f) and 50184(b)80, Health and Safety Code (HSC) 10092581, HSC 10092581, Medi-Cal Foster Care Strategies 88, CCR 5118496, HSC 10095083, WIC 739 - Medical Care for Probation76, Title 42, Code of Federal Regulations (CFR), 440.40and Part 441, Subpart B84, 85, 86, 87. I further certify that this HCPCFC Program will comply with regulations and statute; Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 472 Foster Care Maintenance Payments Program. Grants to states for aid and services to needy families with children and for Child Welfare Services, Title IV, 473 (a)(1)(B) Adoption and Guardianship Assistance Program89, Social Security Act (42 U.S.C 1396(d) 1902(a), 1905(a)(4)(B), and 1905(r)91, 92, 93, 94, Health Care Program for Children in Foster Care – Revised 2024 16, and Provision 21 of the SB 108, and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this HCPCFC Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further agree that this HCPCFC Program may be subject to all sanctions or other remedies applicable if this HCPCFC Program violates any of the above laws, regulations, and policies with which it has certified it will comply.

Authorized Director:	Signature and Date:
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**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Adopt plans, specifications and working details for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center Request for Bids (RFB) and authorize publication of same.

Adopt plans, specifications and working details for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center Request for Bids (RFB) and authorize publication of same.

Detailed Description/Background of request

The Migrant Housing Center is requesting the procurement and installation of barrier arm operators and vehicle detection loops at the Migrant Housing Center located at 400 Theater Road, Williams, Ca. Due to the age of the gate and normal wear and tear, the gate is currently not functional and remains in the open position.

The Migrant Housing Center was awarded \$1,874,500 in March 2022 from the Office of Migrant Services (OMS) to rehabilitate the center which services as temporary rental housing for migratory agricultural families. Prior projects have included the installation of mini splits for heating and air, parking lot renovation, remodel of the laundry room facility and new parking lot lights. The remaining funds in the amount of \$97,000 must be expended by March 31, 2025. OMS has reviewed and approved the RFB.

Purchasing and Procurement requests that the Board adopt plans, specifications and working details of this RFB for the procurement and installation of barrier arm operators and vehicle detection loops at the Migrant Housing Center and authorize publication of same.

Prior Board Action

None.

Fiscal Impact/Funding Source

016-50209-477. No impact to the general fund. This project is funded by Rehab Funds awarded from OMS.

Action for the Clerk

Please publish Notice to Bidders in the Pioneer Review.

ATTACHMENTS:

- RFB_Migrant Housing_Barrier Arm Operators (DOC)
- NTB_Migrant Center_Barrier Arm Operators (DOCX)
- Contract_Migrant Housing_Barrier Arm Operators (DOCX)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT



REQUEST FOR BIDS

Migrant Housing - Barrier Arm Operators

Mandatory Walk-Thru: October 22, 2024 @ 10:30 a.m.

Due Date: October 30, 2024 @ 4:00 p.m.

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theatre Rd, Williams, Ca, 95987 as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.
2. Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, the Contractor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.
3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).
4. Description of Request: Procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theatre Rd., Williams, Ca, 95987, as more specifically detailed on the Project Specifications below.
5. Types of Bids Required:
 - A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

- B. Conditional Bids shall not be considered
6. Time of Completion: The work is to be completed by January 31, 2025. Maintenance Supervisor, Dusty Whiting, will be the contact for scheduling and coordination. He may be reached at (530) 682-2743.
7. Time and Place of Submission of Bids:
- A. Time: Three (3) bids shall be submitted on or before **October 30, 2024** no later than 4:00 p.m. at which time they will be opened and read aloud by the County.
- B. Place: All Bids shall be delivered to:
 Clerk to the Board of Supervisors
 547 Market Street, Suite 102
 Colusa, CA, 95932.
- C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
“Migrant Housing – Barrier Arm Operators”
- D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.
- E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.
- F. All bids (exceeding \$25,000) shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:
- 1) Cash;
 - 2) A cashier’s check made payable to the County;
 - 3) A certified check made payable to the County; or
 - 4) A bidder’s bond executed by an admitted surety insurer, made payable to the County.
- G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. on October 25, 2024:

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

Any addenda issued shall be included in the bid proposal.

- H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.
 - I. Corrections and/or modifications received after the closing time specified will not be accepted.
 - J. Bids must be submitted by the closing date or prior to the time specified to be considered.
 - K. Any Bid tendered after the time specified will be returned to the Vendor.
 - L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.
 - M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.
 - N. Upon submission of Bid, all such documents shall become the property of the County.
 - O. The County reserves the right to reject any and all bids.
 - P. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*
 - Q. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.
8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.
 9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.
 10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.
 11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or online at the County's website: www.countyofcolusaca.gov.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.
13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.
14. Default by Vendor: In case of default by vendor, the County reserves the right to:
 - A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or
 - B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.
 - C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.
16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.
17. Bid Sheet is attached, marked "Bid Worksheet".
18. Point of Sale is Williams, CA.

PROJECT SPECIFICATIONS

The respondent is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

Project Location: Migrant Housing
400 Theatre Rd
Williams, Ca, 95987

The project involves the procurement and installation of FAAC B680H barrier arm operators, or equivalent product, at specified access points. Each barrier will be equipped with 12-foot arms, LED lighting for enhanced visibility, and vehicle detection loops to ensure smooth and secure operation.

1. Equipment and Materials
 - a. Barrier Arm Operators: FAAC B680H with 12' arms and LED lights, or equivalent product.
 - b. Vehicle Detection Loops: Suitable for integration with the barrier system.
 - c. Control Panels: For programming and operational control of the barriers.
 - d. Cabling: Required for power, control, and signal connections.
 - e. Fasteners and Mounting Hardware: For secure installation of barriers and associated components.
2. Installation Steps
 - a. Barrier Arm Assembly:
 - i. Remove and dispose of existing equipment that is no longer needed.
 - ii. Unpack and inspect all components of the FAAC B680H barrier arm operators.
 - iii. Assemble the barrier arms according to the manufacturer's instructions.
 - b. Mounting and Installation:
 - i. Position the barrier arm operator units at designated locations.
 - ii. Securely mount the operators onto the prepared foundations using appropriate fasteners.
 - iii. Attach the 12' arms to the operators.
 - iv. Install LED lights on the barrier arms as per the manufacturer's guidelines.
 - v. Ensure proper alignment and secure attachment of the LED units.
 - vi. Excavate trenches as needed for vehicle detection loops.
 - vii. Install loops in the designated areas and connect them to the barrier system.
 - viii. Backfill trenches and ensure loops are properly aligned and functional.
 - ix. Connect power supply cables to the barrier operators.
 - x. Connect control cables and ensure proper wiring of the LED lights and vehicle detection loops.
 - xi. Install and configure control panels.
 - c. System Integration and Testing:

- i. Configure barrier operators, LED lights, and vehicle detection loops.
 - ii. Test the barrier system for proper operation, including opening/closing cycles, LED functionality, and vehicle detection accuracy.
 - iii. Adjust settings as needed for optimal performance.
- d. Safety and Compliance Check:
 - i. Verify that all safety features are operational.
 - ii. Ensure compliance with relevant local codes and regulations.
- e. Documentation and Handover:
 - i. Provide operation manuals for the FAAC B680H operators, LED lights, and vehicle detection loops.
 - ii. Supply as-built drawings and wiring diagrams, if applicable.
 - iii. Provide warranty information for the equipment and installation services.
- f. Training:
 - i. Conduct a training session for site personnel on the operation and maintenance of the barrier system.
- g. Images of existing unit:



SUB-CONTRACTOR'S LIST

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

BID WORKSHEET

Migrant Housing – Barrier Arm Operators

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____ PHONE _____

EMAIL _____

DIR # _____ Contractor License # _____

ITEM	PRODUCT	PRICE
1	Barrier Arm Operators	\$
2	Vehicle Detection Loops	\$
3	Additional Materials Needed	\$
		\$
CA SALES TAX 8.75% ON APPLICABLE ITEMS		\$
SUBTOTAL		\$
LABOR		\$
GRAND TOTAL		\$

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

VENDOR

Signature_____
Name (Printed or Typed)

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

This bid is made this _____ day of _____, 2024.

**PLEASE PUBLISH: October 11, 2024 and October 18, 2024
POSTED AT HISTORICAL COURTHOUSE:**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids (RFB) from licensed contractors for the procurement and installation of barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theatre Road, Williams, Ca, 95987, as more specifically detailed in the Project Specifications of this RFB. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 4:00 p.m. on October 30, 2024. There is a **mandatory** walk-thru scheduled at the site on October 22, 2024 at 10:30 a.m. sharp.

The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusaca.gov in the Bids section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

Tiffany Jorgensen, Deputy

Procurement and Installation of Barrier Arm Operator

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

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with barrier arm operators and vehicle detection loops for the Migrant Housing Center located at 400 Theatre Rd., Williams, Ca as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.
2. **Term:** All work under this contract shall be completed no later than January 31, 2025. Once work is commenced, it must be completed within 30 calendar days.
3. **Compensation:** County will pay Contractor compensation not to exceed \$_____ as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.
 - A. **Retention for Contracts that Exceed \$5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed \$5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.
4. **Method of Payment:** At the conclusion of the job, Contractor shall provide County with an invoice for the services and lump sum bid. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.
 - A. **Invoices shall:**
 - 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor:

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

C24-_____

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

- A.** Attachment “A” Scope of Work
- B.** Attachment “B” Bid Worksheet

COUNTY OF COLUSA**CONTRACTOR**

 Gary J. Evans, Board Chair

Date_____

 Signature

Date_____

 Printed Name and Title

APPROVED AS TO FORM

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

 Richard Stout, County Counsel

By

 , Deputy

Attachment A

Scope of Work

The Contractor is to conduct all services performed on behalf of the County in accordance with the applicable rules and regulations of the State of California.

Project Location: Migrant Housing
400 Theatre Rd
Williams, Ca, 95987

The project involves the procurement and installation of FAAC B680H barrier arm operators, or equivalent product, at specified access points. Each barrier will be equipped with 12-foot arms, LED lighting for enhanced visibility, and vehicle detection loops to ensure smooth and secure operation.

1. Equipment and Materials
 - a. Barrier Arm Operators: FAAC B680H with 12' arms and LED lights, or equivalent product.
 - b. Vehicle Detection Loops: Suitable for integration with the barrier system.
 - c. Control Panels: For programming and operational control of the barriers.
 - d. Cabling: Required for power, control, and signal connections.
 - e. Fasteners and Mounting Hardware: For secure installation of barriers and associated components.
2. Installation Steps
 - a. Barrier Arm Assembly:
 - i. Remove and dispose of existing equipment that is no longer needed.
 - ii. Unpack and inspect all components of the FAAC B680H barrier arm operators.
 - iii. Assemble the barrier arms according to the manufacturer's instructions.
 - b. Mounting and Installation:
 - i. Position the barrier arm operator units at designated locations.
 - ii. Securely mount the operators onto the prepared foundations using appropriate fasteners.
 - iii. Attach the 12' arms to the operators.
 - iv. Install LED lights on the barrier arms as per the manufacturer's guidelines.
 - v. Ensure proper alignment and secure attachment of the LED units.
 - vi. Excavate trenches as needed for vehicle detection loops.
 - vii. Install loops in the designated areas and connect them to the barrier system.
 - viii. Backfill trenches and ensure loops are properly aligned and functional.
 - ix. Connect power supply cables to the barrier operators.
 - x. Connect control cables and ensure proper wiring of the LED lights and

- vehicle detection loops.
- xi. Install and configure control panels.
- c. System Integration and Testing:
 - i. Configure barrier operators, LED lights, and vehicle detection loops.
 - ii. Test the barrier system for proper operation, including opening/closing cycles, LED functionality, and vehicle detection accuracy.
 - iii. Adjust settings as needed for optimal performance.
- d. Safety and Compliance Check:
 - i. Verify that all safety features are operational.
 - ii. Ensure compliance with relevant local codes and regulations.
- e. Documentation and Handover:
 - i. Provide operation manuals for the FAAC B680H operators, LED lights, and vehicle detection loops.
 - ii. Supply as-built drawings and wiring diagrams, if applicable.
 - iii. Provide warranty information for the equipment and installation services.
- f. Training:
 - i. Conduct a training session for site personnel on the operation and maintenance of the barrier system.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: Ratify contract with John Beiers for the purpose of providing personnel related investigation services and advice.

Ratify contract with **John Beiers** for the purpose of providing personnel related investigation services and advice.

Detailed Description/Background of request

Recently County staff were made aware of allegations concerning policy violations in the workplace. The allegations warranted an investigation that exceeded the capacity of the available staff in the Human Resources Department. After consultation with County Counsel it was determined that an outside investigator should be utilized.

Prior Board Action

None

Fiscal Impact/Funding Source

Total impact will be dependent on the extent of the investigation. Time will be invoiced at the rate \$325/hr. Full costs to be born by the department in which the investigation is being conducted.

Action for the Clerk

Number contract and provide to County Counsel

ATTACHMENTS:

- Beiers agt (PDF)

**AGREEMENT BETWEEN THE COUNTY OF COLUSA AND
JOHN BEIERS**

This agreement is entered into between the County of Colusa, ("County") and John Beiers, ("Contractor") for the purpose of providing personnel related investigation services and advice.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide personnel related investigative services as assigned by the County Counsel as follows:

- a. Perform investigative services including, but not limited to, personnel investigations, in order to assist the County Counsel's office in providing legal advice and representation to the County and to County departments.
- b. Contractor will hold information received on behalf of the County confidential and will return information to County Counsel when the work is complete.
- c. Contractor shall direct all written reports or correspondence to the Colusa County Counsel, marked "Confidential." All documents submitted to County Counsel by Contractor will be considered confidential work product.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall provide Contractor with all necessary information and access to County employees and documents so as to enable Contractor to perform the tasks required by this agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Attachment "1" after satisfactorily completing the duties described in this Agreement. The

Maximum Compensation shall not exceed Thirty Thousand Dollars (\$30,000) In addition, County shall reimburse Contractor for the actual and reasonable expenses for travel, computer-assisted research, overnight delivery, messenger services, outside consultants and experts, and similar items incurred by Contractor in the performance of the work hereunder provided that any such cost or expense in excess of One Thousand Dollars (\$1,000) is pre-approved by the County Counsel. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses and mileage will not exceed the currently authorized rates and per diem for County employees. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. County shall make payment of all undisputed amounts within 30 clays of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on August 6, 2024 shall terminate December 31 2024, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Colusa County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by providing oral notice should funding cease or be materially decreased, or should the Colusa County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the County Counsel.

In the event of termination, this Agreement, all finished or unfinished documents and other materials, if any, at the option of the County, become its property and Contractor shall be entitled to receive compensation for any satisfactory work completed prior to the receipt of the notice of termination; except that Contractor shall not be relieved of liability to County for damages sustained by the County by virtue of any breach of the Agreement by Contractor whether or not the Agreement was terminated for convenience or cause, and County may withhold any payments not yet made to Contractor for purpose of setoff until such time as the exact amount of damages due to County from Contractor is determined.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

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

10. COMPENSATION FOR POST-INVESTIGATIVE WORK

This engagement shall be considered concluded after the Contractor has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Contractor to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, Colusa County shall compensate the Contractor at its then applicable rates for time expended, including all required preparation time. Colusa County agrees to reimburse the Contractor for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that the Contractor incurs in preparing for such proceedings. Colusa County shall also compensate the

Contractor at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which the Contractor is entitled to indemnification pursuant to this Agreement, below. If costs and/or expenses, including the costs of legal representation should reasonably be expected to exceed \$5,000, Colusa County shall advance the funds to the Contractor or the Contractor's designee.

11. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold Colusa County, its elected officials, officers, employees, agents, and volunteers harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against Colusa County, other than those claims for which Colusa County is defending and indemnifying Contractor, as set forth below. Colusa County agrees to defend, indemnify and hold Contractor harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against Contractor by any investigation interviewee, Colusa County employee or official, or anyone claiming through them. This right of indemnification shall not extend to any loss, liability, damage, or expense resulting from Contractor's actual negligence or other actual misconduct. Any right of defense or indemnification shall be undertaken by Colusa County at its sole expense and under its control. In accordance with California Rule of Professional Conduct 3-400, this provision is not intended to apply to any potential professional malpractice action brought by Colusa County against Contractor.

12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Colusa County, California.

16. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. NOTICES

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

If to County: Richard Stout
County Counsel
605 Jay Street
Colusa, CA
95932

If to Contractor: John Beiers
410 Park Avenue
San Carlos, CA 94070

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

18. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

19. OWNERSHIP OF MATERIALS/ATTORNEY CLIENT PRIVILEGE

All finished or unfinished documents, briefs, data, studies, computer programs and reports prepared by Contractor or by any expert retained by Contractor as part of the performance of any of the services required of Contractor under this Agreement shall be considered the property of the County as the client of Contractor. Upon completion of the services required of Contractor under this Agreement, or upon termination of this Agreement prior to completion, copies of all such materials in the possession of Contractor not previously furnished to County shall be provided to same by Contractor.

20. COVENANT OF NO UNDISCLOSED CONFLICT

The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as County may consent to in writing prior to the acquisition by Contractor of such conflict. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Contractor agrees that if such financial interest does exist at the inception of this Agreement, County may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement.

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

COLUSA COUNTY

Contractor

By:

Gary Evans, Chair
Colusa County Board of Supervisors



John Beiers

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

Melissa Kitts, Deputy Clerk

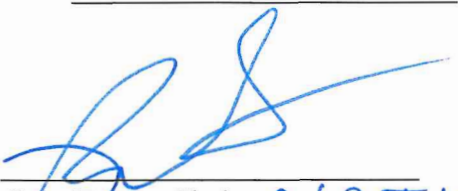
APPROVED AS TO FORM:

Richard Stout, County Counsel

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

COLUSA COUNTY

Contractor

By: 

~~Gary Evans, Chair~~ *Richard Stout for*
Colusa County Board of Supervisors


John Beiers

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


~~Melissa Kitts~~, Deputy Clerk
Tiffany Jorgensen

APPROVED AS TO FORM:


Richard Stout, County Counsel

Attachment: Beiers agt [Revision 1] (10066 : Ratify contract with John Beiers Contract)

Exhibit A**INSURANCE REQUIREMENTS FOR CONTRACTOR**

“Pursuant to the Rules of Professional Conduct of the State Bar of California and Business and Professions Code, Contractor is insured for legal malpractice through Arch Insurance Company, Policy Number 11LPL20242700, effective 11/10/22 to 11/10/23 with liability limits of \$500,000 per claim and \$1,000,000 in the aggregate with a deductible of \$2500. Contractor agrees to provide County a minimum 30 days written notice of any change to Contractor’s legal malpractice coverage provided as set forth herein.

Attachment: Beiers agt [Revision 1] (10066 : Ratify contract with John Beiers Contract)

ATTACHMENT 1
PUBLIC SECTOR FEE SCHEDULE

Attorney Investigator: \$XXX325 /hour

Attachment: Beiers agt [Revision 1] (10066 : Ratify contract with John Beiers Contract)



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Approve Third Modification to County Administrative Officer Employment Contract with Wendy G. Tyler

Approve Third Modification to County Administrative Officer Employment Contract with Wendy G. Tyler

Detailed Description/Background of request

On November 17, 2015 the County entered into an employment contract (C15-176) with Wendy G. Tyler to serve as the County Administrative Officer (CAO). The initial term of the contract was January 4, 2016 through January 3, 2019. On May 15, 2018 the Board amended the contract extending the term to January 3, 2024 and providing for additional vacation leave accrual. On September 12, 2023 the Board amended the contract extending the term to January 3, 2025. The amendment before you seeks to extend the term of employment for an additional nine months to September 30, 2025. There are no other changes to the terms of the agreement.

Prior Board Action

The Board approved the initial CAO employment contract, C15-176 on November 17, 2015, the first modification on May 15, 2018, the second modification on September 12, 2023.

Fiscal Impact/Funding Source

The fiscal impact for six of the additional nine months is budgeted in the 2024/25 Recommended Budget at \$175,969.50 in salary and benefits. The final three months will need to be budgeted in the 2025/26 budget.

Action for the Clerk

Obtain signatures and provide fully executed copy to CAO.

ATTACHMENTS:

- Tyler employment contract mod 3 (DOCX)
- C15-176 Wendy G. Tyler (PDF)
- C18-067 1st Mod. for Wendy G. Tyler (PDF)
- C23-203 Wendy G. Tyler (PDF)

C18 - _____

Third Modification of Contract C15-176 - County Administrative Officer Employment Contract

This Third Modification of Contract C15-176, an employment contract for the County Administrative Officer, is between Colusa County (County), a political subdivision of the State of California, and Wendy G. Tyler, an individual (CAO).

Background

On November 17, 2015 the parties executed a County Administrative Officer employment contract, C15-176, effective January 4, 2016. ("Contract"). The Contract had an initial 3 year term with automatic successive 1 year renewals.

On May 15, 2018 the parties executed a First Modification to the agreement. This modification extended the term to January 3, 2024, and provided for an additional vacation accrual of 5 days per calendar year.

On September 12, 2023 the parties executed a Second Modification to the agreement. This modification extended the term to January 3, 2025.

The parties now want to modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective October 1, 2024 as follows:

1. Section 3 of the Contract, "Term" is modified to extend the term an additional 1 year to September 30, 2025.

All other terms and conditions remain the same.

COUNTY OF COLUSA

County Administrative Officer

Date: _____
Gary J. Evans, Board Chair

Date: _____
Wendy G. Tyler

APPROVED AS TO FORM

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

Richard Stout, County Counsel

by _____
Tiffany Jorgensen, Deputy

C 15 - 176

County Administrative Officer Employment Contract

This County Administrative Officer Employment Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and Wendy G. Tyler, an individual.

Background

- A. The County wants to employ Wendy G. Tyler as a County Administrative Officer; and
- B. Wendy G. Tyler wants to join the County as its County Administrative Officer.

Accordingly, the County and Wendy G. Tyler agree to the following:

1. **Duties and Authority:** County agrees to employ Wendy G. Tyler as the County Administrative Officer. Wendy G. Tyler ("CAO") shall perform all the duties and responsibilities of the County Administrative Officer as provided for in the Colusa County Code, any applicable County policies, and those duties and responsibilities as may be assigned or modified by the Colusa County Board of Supervisors from time to time.
2. **CAO Position:** The County Administrative Officer position is a full-time, management exempt, at-will position and the County considers the County Administrative Officer a "Key Employee" for leave purposes under state and federal law. Other than as specifically provided for in this Contract, CAO's employment, compensation and benefits will be governed by the Colusa County Code and the County's adopted policies applicable to appointed department heads as those provisions may be modified from time to time. Nothing in this contract shall be interpreted or applied in such a manner as to alter CAO's at-will employment status.
3. **Term:** This Contract shall have an initial term of January 4, 2016 through January 3, 2019. Following the initial term, this contract will automatically renew for successive 1 year terms unless the County provides CAO with written notice of the County's intent not to renew this contract at least 90 days before any renewal.
4. **Compensation:** CAO's monthly compensation will initially be set at County Salary Range 53, Step 1, as provided for in the County's Job Class Table for the County Administrative Officer position. Compensation increases shall be made in accordance with the Colusa County Code and any applicable County policies.
5. **Leave.** CAO will be credited with the following leave balances upon the start of this Contract:
 - A. Ten days of paid vacation. During the first year of this contract CAO will not accrue any further vacation leave time. Following CAO's first year of employment, CAO will accrue vacation time at the applicable rate provided for under the Colusa County Code in accordance with CAO's time in service and position.

Attachment: C15-176 Wendy G. Tyler (10088 : Third Modification to Employment Contract)

C 15-176

- B.** Twelve days of paid sick leave. During the first year of this contract CAO will not accrue any further sick leave time. Following CAO's first year of employment, CAO will accrue sick time at the applicable rate provided for under the Colusa County Code in accordance with CAO's time in service and position.

6. 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.** Without cause upon 15 days written notice of termination.

- 7. Severance:** Upon written notice of termination by a majority vote of the Board of Supervisors, the CAO shall be entitled to receive a continuation of salary and benefits in affect at the time notice is provided, for a 90 day period, or an equal lump sum amount at the option of the CAO. If the CAO resigns, the CAO shall not be entitled to receive any salary or benefits beyond the effective date of the resignation. If CAO's employment is terminated for cause, CAO will not be entitled to any salary or benefits beyond the effective date of the termination. A "for cause" termination under this Contract means a termination based on the CAO's violation of the law, the Colusa County Code, or the County's adopted policies.

17th IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this day of November, 2015.

COUNTY OF COLUSA

CAO

for

Mark D. Marshall, Board Chair

Wendy G. Tyler
Wendy G. Tyler

APPROVED AS TO FORM

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

Marcos A. Kropf 11/19/2015
Marcos A. Kropf, County Counsel

By Ann Nordyke
Ann Nordyke, Deputy

Wendy G. Tyler

C15-176
11-17-15
CAO



First Modification of Contract C15-176 - County Administrative Officer Employment Contract

This First Modification of Contract C15-176, an employment contract for the County Administrative Officer, is between Colusa County (County), a political subdivision of the State of California, and Wendy G. Tyler, an individual (CAO).

Background

On November 17, 2015 the parties executed a County Administrative Officer employment contract, C15-176, effective January 4, 2016. ("Contract"). The Contract had an initial 3 year term with automatic successive 1 year renewals.

The parties now want to modify the Contract to extend the initial term and provide the CAO with an additional annual accrual of vacation leave.

Modification

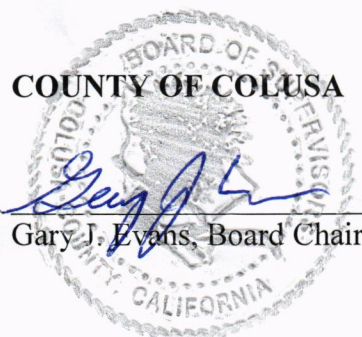
The parties agree to modify the Contract effective May 15, 2018 as follows:

1. Section 3 of the Contract, "Term" is modified to extend the term an additional 5 years to January 3, 2024.
2. Section 5 of the Contract, "Leave" is amended to read as follows:
 5. **Leave.** CAO will accrue leave balances at the applicable rate provided for under the Colusa County Code in accordance with the CAO's time in service and position. The CAO will also accrue additional vacation leave as follows:
 - A. Starting on January 1, 2019 and for the term of the Contract, CAO will accrue an additional 3.12 hours per month (5 days per calendar year) of vacation leave.

SIGNATURES FOLLOW ON PAGE 2.

C18 - 067

COUNTY OF COLUSA



Gary J. Evans, Board Chair

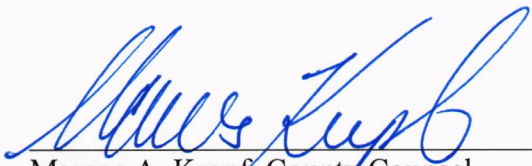
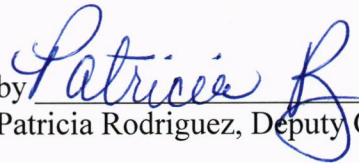
Date: 5/15/18

County Administrative Officer

Wendy G. Tyler Date: 5/15/18

Wendy G. Tyler

APPROVED AS TO FORM


Marcos A. Kropf, County CounselATTEST: Wendy G. Tyler, Clerk to the Board
of Supervisorsby 
Patricia Rodriguez, Deputy Clerk

Attachment: C18-067 1st Mod. for Wendy G. Tyler (10088 : Third Modification to Employment Contract)

C23 203

Second Modification of Contract C15-176 - County Administrative Officer Employment Contract

This Second Modification of Contract C15-176, an employment contract for the County Administrative Officer, is between Colusa County (County), a political subdivision of the State of California, and Wendy G. Tyler, an individual (CAO).

Background

On November 17, 2015 the parties executed a County Administrative Officer employment contract, C15-176, effective January 4, 2016. ("Contract"). The Contract had an initial 3 year term with automatic successive 1 year renewals.

On May 15, 2018 the parties executed a First Modification to the agreement. This modification extended the term to January 3, 2024, and provided for an additional vacation accrual of 5 days per calendar year.

The parties now want to modify the Contract to extend the term.

Modification

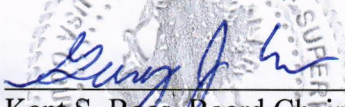
The parties agree to modify the Contract effective September 12, 2023 as follows:

1. Section 3 of the Contract, "Term" is modified to extend the term an additional 1 year to January 3, 2025.

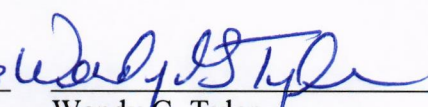
All other terms and conditions remain the same.

COUNTY OF COLUSA

County Administrative Officer


Kent S. Boes, Board Chair

Date: 9/12/23

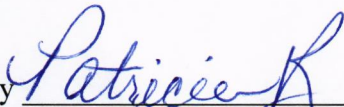

Wendy G. Tyler

Date: 10/2/23

APPROVED AS TO FORM

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


Richard Stout, County Counsel

by 
Patricia Rodriguez, Deputy

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Amend the position allocation schedule for the Department of Health and Human Services Public Health Division by deleting one vacant FTE of Nursing Supervisor (PFT), at salary range MGT 29 and adding one FTE of Program Manager II (PFT), at salary range MGT 29, effective October 1, 2024.

Amend the position allocation schedule for the Department of Health and Human Services Public Health Division by deleting one vacant FTE of Nursing Supervisor (PFT), at salary range MGT 29 and adding one FTE of Program Manager II (PFT), at salary range MGT 29, effective October 1, 2024.

Detailed Description/Background of request

The Nursing Supervisor position has been vacant since August 11, 2023. On May 15, 2024, the Department of Health and Human Services (DHHS) decided to close recruitment due to uncertainty surrounding the state budget and its impact on public health funding. During the recruitment period, there was a low response to the position, and months of recruiting efforts yielded no results. Now that budget concerns have been resolved, DHHS has reassessed its needs and determined that a Program Manager, rather than a Nursing Supervisor, would better serve the department.

The change to a Health Program Manager II will assist the Department in creating a supervisory structure with a Health Program Specialist (HPS) Supervisor, Health Program Manager II and the Deputy Director. The Public Health Department manages more than 20+ programs which include extensive reporting to the State on identified goals and objectives as well as ensuring budgetary compliance. This position will work closely with the Fiscal Manager and Budget Analyst, and help oversee the efforts of the Department over the next 5 years with the Community Health Improvement Plan and Public Health Accreditation as well as provide supervision to public health staff. We believe this structure will be more effective and allow for a successful recruitment to meet the necessary demands of the Public Health Division.

Prior Board Action

None.

Fiscal Impact/Funding Source

Action Item (ID # 10079)

Meeting of October 1, 2024

None. Both classifications have the same salary range.

Action for the Clerk

None.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Ag Commissioner

FROM: Dawn Brown

SUBJECT: Presentation of the Colusa County 2023 Crop & Livestock Report

Presentation of the Colusa County 2023 Crop & Livestock Report.

Detailed Description/Background of request

As required by the California Food and Agricultural Code Section 2279, "*The Commissioner shall compile reports of the condition, acreage, production and value of the agricultural products in his county.*"

This presentation is an overview of Colusa County's Crop and Livestock statistics for 2023.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

None

ATTACHMENTS:

- Crop Report (PDF)

2023

Colusa County Department of Agriculture

Crop & Livestock Report



Front Cover Photograph: Julia Ornbaun (Community Development)

Other photography provided by:

- Mike Azevedo (Public Works)
- Courtney Elliott (Colusa County Sherriff's Office)
- Ricardo Carmona (Health and Human Services)
- Kristen Ottenwalter (Department of Agriculture)
- Anastasia Selover (Department of Agriculture)
- Brenda Cano (Health and Human Services)
- Lorena Jimenez (Behavioral Health)
- John Irvin (Public Works)

COLUSA COUNTY

CROP & LIVESTOCK REPORT 2023

MISSION STATEMENT

The mission of the Agricultural Commissioner is to promote, protect and enhance agriculture and the environment while sustaining public health, safety and welfare for all the citizens of Colusa County, further it is our mission to provide consumer marketplace protection through the fair and equitable enforcement of laws and regulations found within the Food and Agriculture code, Business and Professions code and the California Code of Regulations. We fulfill our mission through the administration of the following programs: Pest Detection, Pest Management, Pest Eradication, Pesticide Use Enforcement, Seed Inspection, Nursery Inspection, Fruit and Vegetable Standardization, Egg Quality Control, Weights and Measures Enforcement and other monitoring and non-regulatory programs.

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COLUSA COUNTY AGRICULTURE DEPARTMENT

M. Anastacia Allen, Agricultural Commissioner / Sealer of Weights & Measures

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October 1, 2024

Karen Ross, Secretary, California Department of Food & Agriculture

And

The Honorable Board of Supervisors of Colusa County

Jose Merced Corona, District 1

Daurice Kalfsbeek Smith, District II

Kent S. Boes, District III

Gary J. Evans, District IV - Chair

Janice Bell, District V

I am pleased to present the 2023 Crop and Livestock Report for Colusa County. This report, prepared in accordance with Section 2279 of the California Food and Agricultural Code, provides a comprehensive summary of the estimated acreage, yield, and gross value of agricultural production in our county.

In 2023, the gross value of Colusa County's agricultural production reached \$878,077,000, reflecting a substantial increase of 102.7% compared to the estimated value for 2022. This recovery marks a significant positive shift for our agricultural industry, following the challenges faced during the 2022 crop year. While this value does not yet match the pre-2022 levels, it represents a promising step forward.

The year saw an increase in both yields and planted acres. However, commodity prices for key crops such as walnuts and almonds remained subdued, and the fruit and vegetable seed crops are still working towards pre-2022 recovery levels.

I extend my sincere gratitude to all growers, individuals, and industry stakeholders who contributed valuable data for this report. Special thanks are due to Colusa County Agricultural Biologist Kristen Ottenwalter and the dedicated team within our department for their extensive efforts in compiling, analyzing, and formatting this report.

Thank you for your continued support.

Respectfully,

M. Anastacia Allen
Agricultural Commissioner



2023

Colusa County Department of Agriculture



Agricultural Commissioner Sealer of Weights & Measures—M. Anastacia Allen
 Assistant Agricultural Commissioner Sealer of Weights & Measures—Ryan Jennings
 Deputy Agricultural Commissioner—Michael Bowles

Agricultural Biologist III

Kristen Ottenwalter

Frank Bowen

Andrea Watson

Agricultural Biologist II

Jason Deaner

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Becca Fleming

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Dawn Brown — Account Technician

Ronda Smith — Account Technician

Anastasia Selover — Office Assistant III

Agricultural Technician

Juan Ayala

County Board of Supervisors

J. Merced Corona — District I

Daurice Kalfsbeek Smith — District II

Kent S. Boes — District III

Gary J. Evans — District IV

Jaunice Bell — District V

Apiary Products

ITEM	YEAR	PRODUCTION	UNIT	VALUE PER UNIT	TOTAL
HONEY	2023	42,000	Lb.	3.40	\$143,000
	2022	50,000	Lb.	3.00	150,000
PACKAGE BEES ¹	2023	2,500	Lb.	105.00	263,000
	2022	2,500	Lb.	110.00	275,000
QUEENS	2023	35,000	Each	30.00	1,050,000
	2022	38,500	Each	28.00	1,078,000
POLLINATION					
ALMONDS	2023	123,958	Colony	215.00	26,651,000
	2022	110,794	Colony	215.00	23,821,000
MISCELLANEOUS ²	2023	-----		-----	650,000
	2022	-----		-----	775,000
TOTAL	2023				\$28,757,000
	2022				26,099,000

¹ Includes 3 pounds bulk bees and a queen.

² Pollination colonies include onion, prune, sunflower and vine seed crops pollinated in Colusa County.

ORGANIC PRODUCTION

Gross Production Value: \$12,850,764

32 Colusa County Producers

13 Colusa County Handlers

1 Colusa County Processor

Includes: almonds, cattle/beef, mushrooms, olives, rice, walnuts, wheat and various seed and row crops

The organic industry is constantly evolving to support a healthy and diverse environment with the availability of certified organic products. Government agencies, accredited certifiers and organic operators continuously work together to improve the certification process. With development of new ideas and more efficient practices, all involved strive to ensure preeminent organic production and the best ways to monitor and enforce these standards.

Fruit and Vegetable Crops

CROP	YEAR	ACRES HARVESTED	PRODUCTION PER ACRE	TOTAL	UNIT	VALUE PER UNIT	TOTAL
TOMATOES-PROCESSING	2023	15,700	61.50	965,550	Ton	\$138.00	\$133,246,000
	2022	12,400	54.02	669,848	Ton	106.00	71,004,000
MISCELLANEOUS ¹	2023	-----	-----	-----	----	-----	23,000,000
	2022	-----	-----	-----	----	-----	23,000,000
TOTAL	2023	15,700					\$156,246,000
	2022	12,400					94,004,000

¹ Includes basil, bean, beet, cabbage, cantaloupe, carrot, corn, cucumber, eggplant, garlic, jalapeno, melon, mushroom, okra, onion, pea, peach, pepper, potato, rosemary, squash, sweet corn, tomato, turnip, watermelon and zucchini.

Fruit and Nut Crops

CROP	YEAR	ACRES HARVESTED	PRODUCTION PER ACRE	TOTAL	UNIT	VALUE PER UNIT	TOTAL
ALMONDS - MEATS	2023	61,979	1.20	74,375	Ton	\$2,955.00	\$219,778,000
	2022	55,391	0.52	28,803	Ton	2,868.00	82,608,000
ALMONDS - HULL	2023	-----	-----	61,979	Ton	80.00	4,958,000
	2022	-----	-----	55,391	Ton	71.00	3,933,000
GRAPES, WINE	2023	858	8.00	6,864	Ton	1,056.00	7,248,000
	2022	1,270	4.85	6,160	Ton	955.00	5,882,000
OLIVES	2023	COMMODITY HAS BEEN MOVED TO MISC.*					
	2022	269	3.00	807	Ton	723.00	583,000
PRUNES	2023	COMMODITY HAS BEEN MOVED TO MISC.*					
	2022	319	2.08	664	Ton	1,900.00	1,261,000
WALNUTS - ENGLISH	2023	31,672	2.54	80,447	Ton	821.00	66,047,000
	2022	22,000	2.28	50,160	Ton	816.00	40,931,000
MISCELLANEOUS	2023 ²		-----	-----	----	-----	26,792,000
	2022 ³		-----	-----	----	-----	25,000,000
TOTAL	2023	94,509					\$324,823,000
	2022	78,661					160,198,000

² Includes apple, apricot, aprium, asian pear, cherry, grapefruit, kiwi, lemon, olive, nectarine, peach, pear, pecan, persimmon, pistachio, plum, prune, and stone fruit.

³ Includes apple, apricot, aprium, asian pear, cherry, grapefruit, kiwi, lemon, nectarine, peach, pear, pecan, persimmon, pistachio, plum, and stone fruit.

*TO MAINTAIN DATA CONFIDENTIALITY A COMMODITY MUST BE PRODUCED BY 5 OR MORE GROWERS

Field Crops

CROP	YEAR	ACRES HARVESTED	PRODUCTION PER ACRE	TOTAL	UNIT	VALUE PER UNIT	TOTAL
BEANS - DRY	2023	2,770	1.25	3,463	Ton	1,800.00	\$6,233,000
	2022	1,525	1.16	1,769	Ton	1,300.00	2,300,000
CORN - GRAIN	2023	807	5.90	4,761	Ton	240.00	1,143,000
	2022	837	7.00	5,859	Ton	239.00	1,400,000
HAY - ALFALFA	2023	7,577	4.57	34,627	Ton	260.00	9,003,000
	2022	7,439	5.45	40,543	Ton	345.00	13,987,000
HAY - GRAIN ¹	2023	4,191	3.60	15,088	Ton	213.00	3,214,000
	2022	1,559	3.83	5,971	Ton	215.00	1,284,000
PASTURE - IRRIGATED	2023	5,000	-----	-----	Acre		380,000
	2022	1,200	-----	-----	Acre		210,000
PASTURE - DRYLAND	2023	170,000	-----	-----	Acre		3,900,000
	2022	170,000	-----	-----	Acre		3,900,000
RICE	2023	122,460	4.60	563,316	Ton	400.00	225,326,000
	2022	16,958	4.80	81,398	Ton	666.00	54,211,000
SAFFLOWER	2023	COMMODITY HAS BEEN MOVED TO MISC.					
	2022	380	0.70	266	Ton	680.00	181,000
WHEAT	2023	5,957	2.59	15,429	Ton	235.00	3,626,000
	2022	4,663	3.12	14,549	Ton	295.00	4,292,000
MISCELLANEOUS	2023 ²	-----	-----	-----	----	-----	1,950,000
	2022 ³	-----	-----	-----	----	-----	1,900,000
TOTAL	2023	318,762					\$254,775,000
	2022	204,181					83,665,000

¹ Includes oat, rye grass, sudangrass, wheat and volunteer grain hay

² Includes alfalfa stubble, barley, industrial hemp, grain, oat, rye, rice & wheat straw, safflower, sorghum, milo, triticale and vetch

³ Includes alfalfa stubble, barley, industrial hemp, grain, oat, rye, rice & wheat straw, sorghum, milo, triticale and vetch

*TO MAINTAIN DATA CONFIDENTIALITY A COMMODITY MUST BE PRODUCED BY 5 OR MORE GROWERS

Top 3 Commodity Trends

The below graph depicts annual crop value for Almonds, Rice and Walnuts for the last 5 years



Certified Seed Crops

CROP	YEAR	ACRES HARVESTED	PRODUCTION PER ACRE	TOTAL	UNIT	VALUE PER UNIT	TOTAL
RICE	2023	11,045	11,200	123,704,000	Lb.	0.32	\$39,585,000
	2022	2,795	11,700	32,701,500	Lb.	0.38	12,427,000
SUNFLOWER	2023	2,002	650	1,301,300	Lb.	1.60	2,082,000
	2022	3,267	634	2,071,278	Lb.	1.59	3,293,000
MISCELLANEOUS	2023 ¹	502	-----	-----	Lb.	-----	1,000,000
	2022 ²	465	-----	-----	Lb.	-----	1,200,000
TOTAL	2023	13,549					\$42,667,000
	2022	6,527					16,920,000

¹ Asparagus, triticale and wheat

² Asparagus, safflower and wheat

Non Certified Seed Crops

CROP	YEAR	ACRES HARVESTED	PRODUCTION PER ACRE	TOTAL	UNIT	VALUE PER UNIT	TOTAL
CUCUMBER	2023	1,218	308	375,144	Lb.	5.75	\$2,157,000
	2022	1,544	425	656,200	Lb.	5.00	3,281,000
MELON	2023	116	400	46,400	Lb.	6.00	278,000
	2022	86	480	41,280	Lb.	5.20	215,000
ONION	2023	99	350	34,650	Lb.	50.00	1,733,000
	2022	46	110	5,060	Lb.	66.00	334,000
SUNFLOWER	2023	1,040	2000	2,080,000	Lb.	1.40	2,912,000
	2022	550	1299	714,450	Lb.	2.00	1,429,000
SQUASH	2023	503	843	424,029	Lb.	10.00	4,240,000
	2022	889	474	421,386	Lb.	6.00	2,528,000
WATERMELON	2023	2,030	153	310,590	Lb.	10.15	3,152,000
	2022	1,198	240	287,520	Lb.	8.00	2,300,000
MISCELLANEOUS	2023 ³	-----	-----	-----	----	-----	10,300,000
	2022 ⁴	-----	-----	-----	----	-----	10,000,000
TOTAL	2023	3,966					\$24,772,000
	2022	3,763					20,087,000

³ Asparagus, barley, bean, cilantro, corn, grass, melon, pumpkin, hybrid cucumber, hybrid pepper, hybrid squash, hybrid watermelon, safflower,

⁴ Asparagus, barley, bean, cilantro, corn, grass, herb/spices, hybrid cucumber, hybrid pepper, hybrid squash, hybrid watermelon, pea, pumpkin, safflower, tomato, and triticale.

Livestock

ITEMS	YEAR	NUMBER OF HEAD	LIVE WEIGHT	UNIT	VALUE PER UNIT	TOTAL
CATTLE AND CALVES	2023	17,100	181,602	Cwt.	\$167.00	\$30,328,000
	2022	17,100	161,595	Cwt.	134.00	21,654,000
SHEEP AND LAMBS	2023	4,000	4,800	Cwt.	210.00	1,008,000
	2022	3,900	4,800	Cwt.	215.00	1,032,000
MISCELLANEOUS	2023 ¹	-----	-----	----	-----	1,850,000
	2022 ²	-----	-----	----	-----	1,800,000
TOTAL	2023					\$33,186,000
	2022					24,486,000

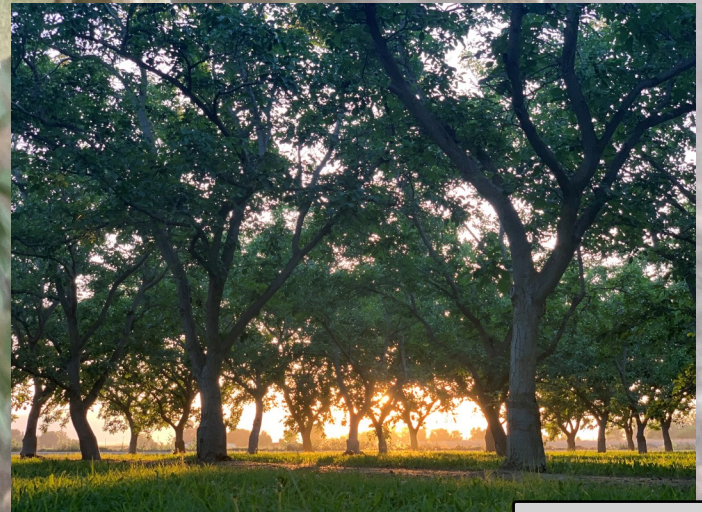
¹ Includes breeding stock, chickens, goats, hogs, turkeys and livestock products.

² Includes breeding stock, chickens, goats, hogs, turkeys and livestock products.



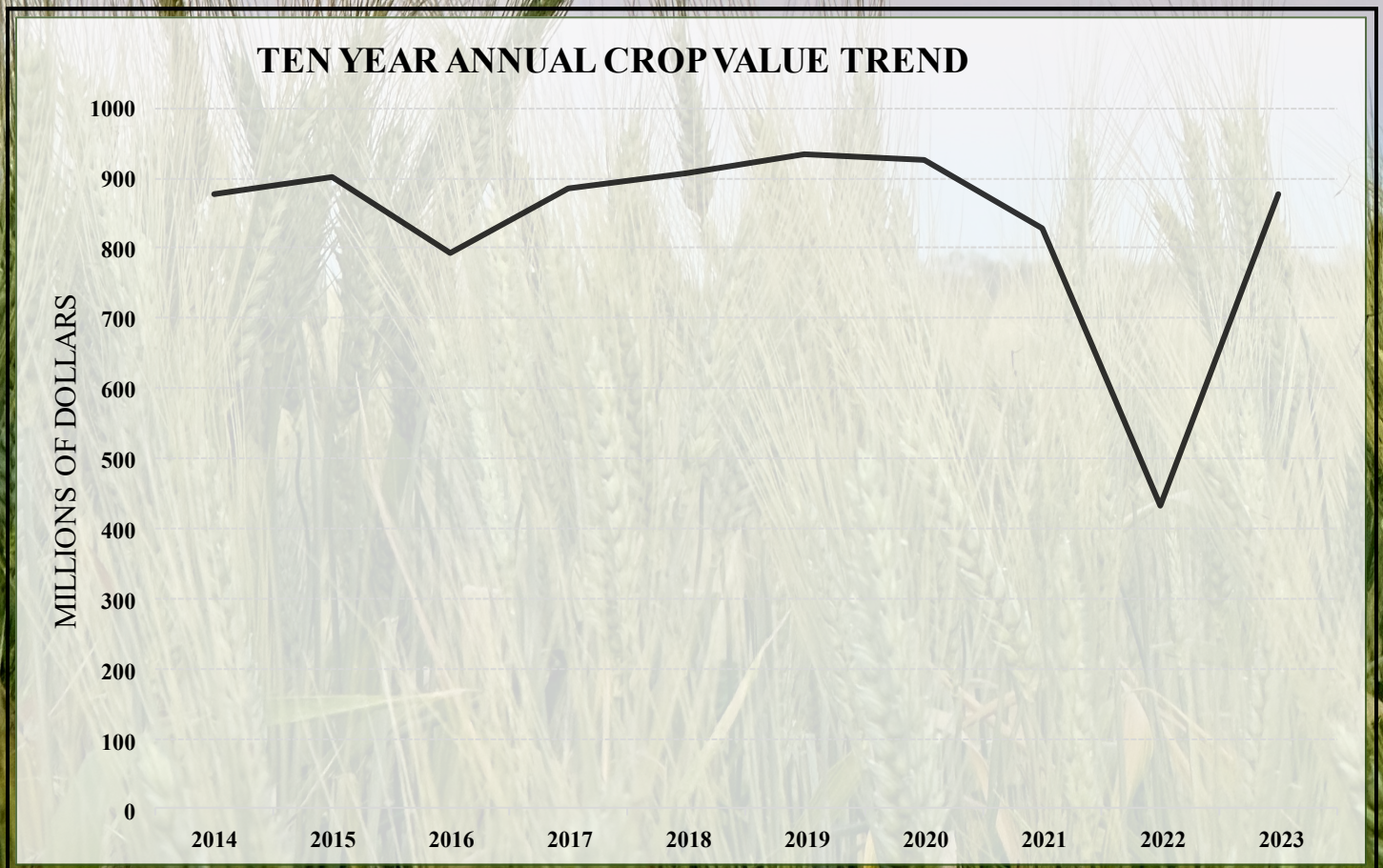
Ten Leading Farm Commodities

CROP	2023	CROP	2022
RICE	\$225,326,000	ALMONDS - MEATS	\$82,608,000
ALMONDS - MEATS	\$219,778,000	TOMATOES - PROCESSING	\$71,004,000
TOMATOES - PROCESSING	\$133,246,000	RICE	\$54,211,000
WALNUTS - ENGLISH	\$66,047,000	WALNUTS - ENGLISH	\$40,931,000
CERTIFIED RICE SEED	\$39,585,000	MISCELLANEOUS - FRUIT & NUT CROPS	\$25,000,000
CATTLE & CALVES	\$30,328,000	POLLINATION - ALMONDS	\$23,821,000
MISCELLANEOUS - FRUIT & NUT CROPS	\$26,792,000	MISCELLANEOUS - FRUIT & VEGETABLE CROPS	\$23,000,000
POLLINATION - ALMONDS	\$26,651,000	CATTLE & CALVES	\$21,654,000
MISCELLANEOUS - FRUIT & VEGETABLE CROPS	\$23,000,000	HAY - ALFALFA	\$13,987,000
MISCELLANEOUS NON CERTIFIED SEED CROPS	\$10,300,000	CERTIFIED RICE SEED	\$12,427,000



Ten Year Comparison

2023	GRAND TOTAL	\$878,077,000
2022	GRAND TOTAL	\$433,189,000
2021	GRAND TOTAL	\$827,928,000
2020	GRAND TOTAL	\$926,812,000
2019	GRAND TOTAL	\$932,963,000
2018	GRAND TOTAL	\$908,154,000
2017	GRAND TOTAL	\$883,580,000
2016	GRAND TOTAL	\$791,664,000
2015	GRAND TOTAL	\$901,764,000
2014	GRAND TOTAL	\$876,347,000



Sites Reservoir

Farms that Feed the World

California is the country's largest agricultural producer and exporter, serving as a vital link in the world's food supply chain. In Colusa County, farming is a way of life that goes back several generations and today, it supports the foundation of our local economy. A resilient and reliable water supply is essential to ensure that farmers and ranchers can continue to provide a safe and reliable food supply for our nation and the world.

A Flexible Storage Solution

Sites Reservoir is purposely designed to adapt to California's changing climate conditions, capturing and storing water in wet periods for times of drought. As a rain-fed storage solution, Sites Reservoir will be able to capture water from these extreme storm events, which can be used by communities, farms, and the environment when water is more scarce.

With Sites Reservoir, there can be significant benefits for California's agricultural sector.



Dry Year Water Supply

Reliable dry year water supply for California communities, farms and businesses



Cooperative Operation

Increases effectiveness and efficiency of existing water storage infrastructure



Adaptable to Climate Change

Contributes to system reliability and performance with climate change



Local Leadership and Cooperation

Aligns with Sacramento Valley's values and fosters regional and statewide collaboration

Sites Reservoir will increase the flexibility, reliability, and resiliency of our statewide water supply, so it's available to California's farms, communities and environment when it's most needed. With a capacity of 1.5 million acre-feet, Sites is an essential part of California's comprehensive Water Supply Strategy to ensure the state is more resilient and resistant to current and future droughts.

Statewide Support

Sites Reservoir has broad support and representation from the local counties where the project is located, along with cities, counties, water and irrigation districts throughout the Sacramento Valley, San Joaquin Valley, Bay Area, and Southern California.



Collectively, the participants in this project serve water to over **24 million** Californians and over **500,000** acres of farmland throughout California.

Project Milestones

Over the last few years, Sites Reservoir has made significant progress.

- Qualified for a **U.S. EPA Water Infrastructure Finance and Innovation Act (WIFIA)** low interest loan, estimated at **\$2.2 billion**
- Certified the **Final Environmental Impact Report (Final EIR)**
- **Certified by the Governor and State Legislature** for streamlined judicial review under **Senate Bill 149**
- **Water Right Application** being processed through the **State Water Resources Control Board**



Looking ahead to 2024 and 2025 the Sites Project Authority expects to hit final critical milestones—securing a water right application and securing final funding with our local, state, and federal partners—and building a reservoir that will serve California for decades to come.

**TAKE
A VIRTUAL
TOUR**

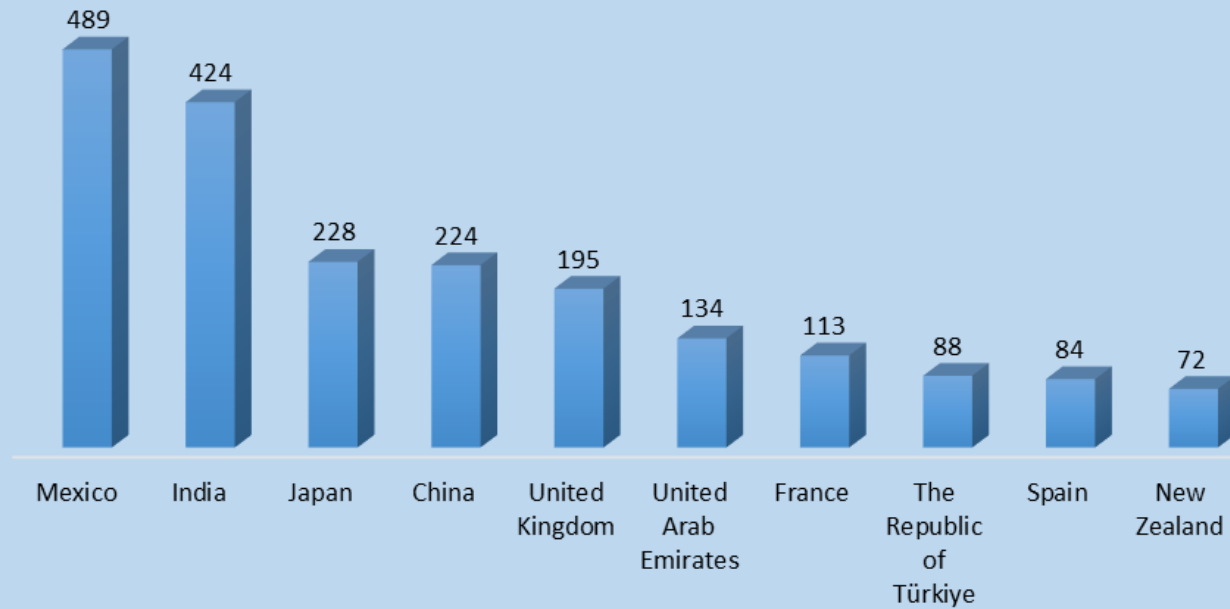


**STAY
UPDATED**



Exported Countries

Top 10 Export Countries Phytosanitary Certificates Issued

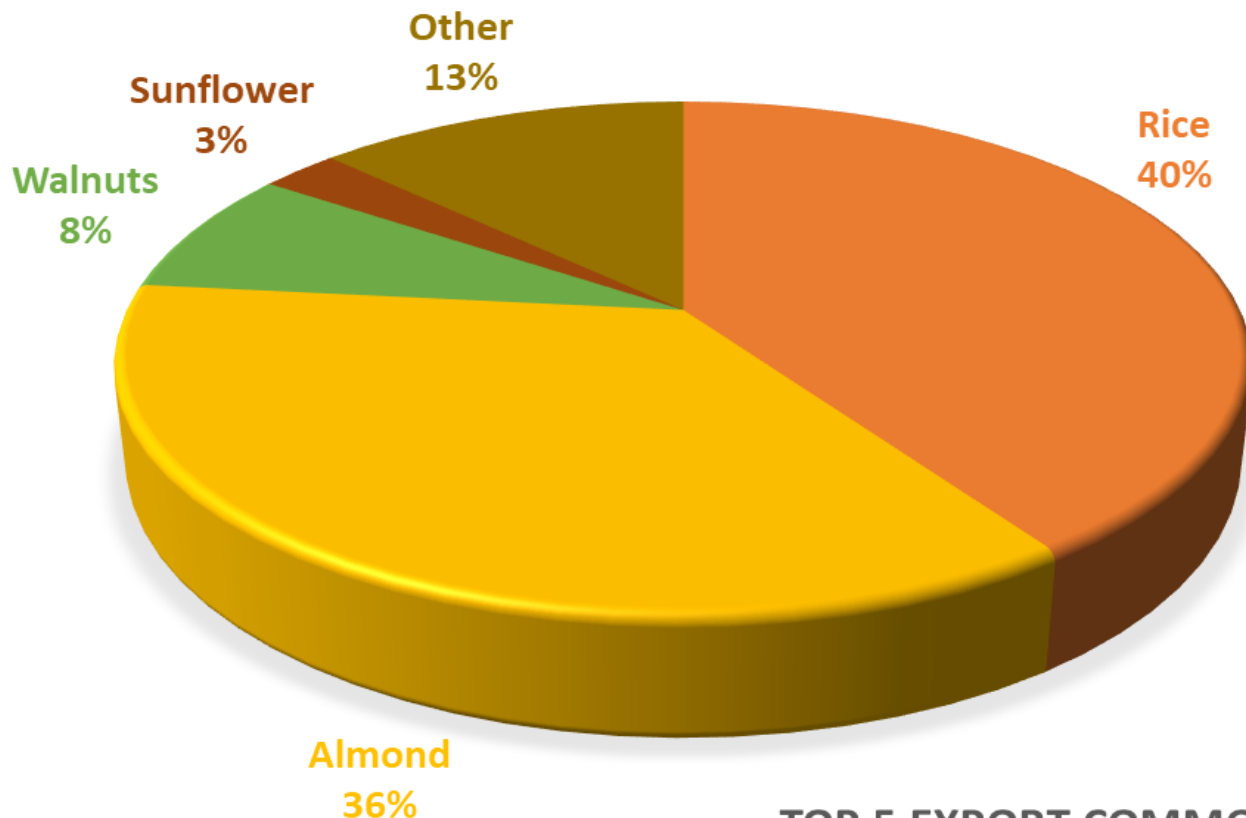


Albania	Egypt	Mexico	Singapore
Algeria	El Salvador	Morocco	South Africa
Argentina	Fiji	Netherlands	Spain
Australia	Finland	New Zealand	Sweden
Austria	France	Nicaragua	Switzerland
Bahrain	Germany	Norway	Taiwan
Barbados	Greece	Oman	The Bolivarian Republic of Venezuela
Belgium	Guatemala	Panama	The Democratic People's Republic of Korea
Bosnia and Herzegovina	Honduras	Peru	The Republic of Korea
Brazil	Hong Kong	Philippines	The Republic of Moldova
Canada	India	Poland	The Republic of Türkiye
Chile	Israel	Portugal	Ukraine
China	Italy	Qatar	United Arab Emirates
Colombia	Japan	Romania	United Kingdom
Costa Rica	Jordan	Russian Federation	United States
Cyprus	Kuwait	Saint Vincent and the Grenadines	Viet Nam
Czech Republic	Lebanon	Saudi Arabia	
Denmark	Libya	Serbia	
Ecuador	Malaysia		

Exported Commodities

Almond	California	Endive*	Lemon Balm*	Parsley*	Sunflower*
Artichoke*	Poppy*	Fenugreek*	Lemon Grass*	Pennyroyal*	Swiss Chard*
Arugula*	Carrot*	Gardencress	Lentil*	Pepper*	Tat Soi*
Asparagus*	Celery*	Pepperweed*	Lettuce*	Peppermint*	Tender Green*
Barley	Chervil*	German	Lovage*	Pumpkin*	Thyme*
Basil*	Chick Pea*	Chamomile*	Luffa	Quinoa*	Tomato*
Bean*	Chicory*	Gourd*	Cylindrica*	Radish*	Turnip*
Beet*	Chives*	Greek	Melon*	Rapini*	Upland Cress*
Borage*	Coriander*	Oregano*	Mizuna*	Redvein Dock*	Walnuts
Broccoli*	Corn*	Horehound*	Mustard*	Rice	Watermelon*
Butternut	Cucumber*	Hot Pepper*	Nasturtium*	Rosemary*	Wheat*
Squash*	Dill*	Hyssop*	Okra*	Spinach*	Wild Rice
Cabbage*	Douglas Fir	Kale*	Onion*	Summer	Yardlong Bean*
	Eggplant*	Leek*	Pak Choy*	Savory*	

*Denotes seed exported



TOP 5 EXPORT COMMODITIES

Pest Detection

The primary responsibility of the Pest Detection Program is the early detection and prompt eradication of the serious agricultural pests in California. The Colusa County Department of Agriculture monitored for the following pests during the 2023 Trapping Season.

INSECT	TRAP TYPE	SEASON	HOST	TOTAL TRAPS	SERVICINGS
Mediterranean Fruit Fly	Jackson Trap	May - Oct	Fruit Tree	34	510
Oriental Fruit Fly	Jackson Trap	May - Oct	Fruit Tree	15	225
Spongy Moth	Delta Trap	June - Sept	Shade Tree	50	183
Khapra Beetle	Wall Trap	Jan - Dec	Grain/Seeds Stored Product	89	2225
Melon Fly	Jackson Trap	June - Sept	Garden	15	165
Japanese Beetle	JB Trap	June - Sept	Rose/Turf	12	108
Glassy Wing Sharp Shooter	Yellow Panel Trap	May - Oct	Ornamental	27	297
Asian Citrus Psyllid	Yellow Panel Trap	Nov - Apr	Fruit Tree	50	345
European Grapevine Moth	Delta Trap	Mar - Aug	Grapes	57	513



HAVE YOU SEEN
ANY OF THESE
TRAPS?



Department of Weights and Measures

The Colusa County Department of Weights and Measures works behind the scenes to protect both the buyers and the sellers from malfunctioning devices and unfair marketing practices. Ensuring fair and honest competition for industry and accurate value comparison for consumers are the primary functions carried out by the department. Consumers are able to shop with confidence because of the inspections, investigations and certifications conducted and issued by Weights and Measures inspectors.

The Department of Weights and Measures also investigates any citizen complaint regarding Price Verification and Quantity Control. This is to ensure that the citizens of Colusa County are purchasing products as advertised, anywhere commerce is conducted.

Weighing and Measuring Devices

All weighing and measuring devices used in commercial transactions are tested for accuracy on an annual basis by department inspectors.

Scales annually tested and certified include: computing scales, counter scales, dormant and portable scales, hopper scales, livestock scales, analytical scales, hanging scales and vehicle scales.

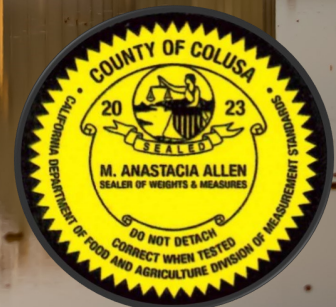
Total number of scales certified in 2023: 212

Meters tested and certified include: Electric submeters, liquid propane gas meters, fuel meters, vapor meters, vehicle meters and water meters.

Total number of meters certified in 2023: 1,068

Inspectors routinely check for labeling on motor fuel dispensers and underground fuel storage tanks, and price signs are inspected for accuracy, size and legibility.

LOOK FOR OUR SEAL!



2023

Statistics

Work Performance

Pesticide Reporting and Use

Restricted Material Permits issued	528
Operator ID Permits issued	48
Pesticide Notice of Intents submitted	3,405
Pesticide Use Reports submitted	16,566
Sites permitted	5,243

Colusa County Registrations

Pest Control Advisors	110
Pest Control Business	71
Pest Control Dealers	4
Pest Control Pilots	69
Farm Labor Contractors	40
Structural Pest Control Operators	45

Seed Samples

Seed Samples are retrieved using required protocols when requested by a grower or a seed company. The Agriculture Office retains samples for 3 years and will send a sample to the state lab if directed to do so by the grower. The sample helps determine seed viability/germ and clean out.

Seed Samples taken in 2023: 59

Federal Phytosanitary Certificates

Federal Phytosanitary Certificates are used to help facilitate the shipment and entry of agricultural products to other countries. Products are inspected for cleanliness and a certificate is written and issued back on each individual shipment.

Federal Phytosanitary Certificates issued: 2,954

In Field Inspections

Pesticide Use Enforcement Inspections are conducted in field, at the fumigation sites or as evaluations of training records of businesses, growers and operators.

Equipment inspections are conducted upon request from the owner or operator.

Certificates of cleanliness issued (includes harvesters, bankouts and grain carts, headers, bins, seed cleaners and augers): 234

Weed Free inspections are conducted upon request for fields which apply for certification of weed free forage, hay, straw and/or mulch.

Weed Free inspections: 113

A Phytosanitary Field inspection of seed is completed after an application is submitted to the state by the seed company. The field is walked and inspected for a variety of diseases multiple times during the growing season.

Field Walk inspections: 303

Crop Report Data

As required by the California Food and Agricultural Code 2279, it is the Agricultural Commissioner's responsibility to compile data for the annual crop report, consisting of acreage, production and crop values of commodities produced in Colusa County. All information submitted during the survey process is considered confidential and is only used in compiling production totals.

The annual crop report is a valued tool when calculating averages and crop values to determine disaster declarations. It is very important that Colusa County growers report data in order to accurately depict our County's crop values. Please do your part in helping create this report by submitting your crop statistics annually.

We would like to thank you for your continued participation in the process. For your copy of the 2023 Crop Report please visit www.countyofcolusa.org

Thank you for supporting Colusa County Agriculture!

Colusa County Air Pollution Control District

2023/2024 Grant Programs

CARL MOYER PROGRAM

In 2023/2024 the District administered the Carl Moyer Memorial Air Quality Attainment Program (Carl Moyer Program). The Carl Moyer Program provides grant funds for the incremental cost of cleaner-than-required engines, equipment, and other sources of air pollution. The District has successfully administered the Carl Moyer Program since fiscal year 2001-02 and has replaced over 300 high-polluting diesel engines with cleaner technology helping reduce emissions in Colusa County.

Approved project replacements: 5 (1 tractor and 4 irrigation pumps)

Funds expended 2023/2024: \$237,986

FARMER PROGRAM

The District has administered the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program and the Alternative Assistance Replacement Program (AARP) since fiscal year 2017/2018. The FARMER Program provides funding for the replacement of agricultural harvesting equipment, agricultural pump engines, tractors, and other equipment used in agricultural operations. The AARP Program follows the same guidelines as the FARMER Program but is intended for applicants who farm less than 300 acres and will operate the new equipment less than 300 hours per year in Colusa County. Since 2017 the programs have funded the replacement of over 75 tractors and 5 Utility Terrain Vehicles (UTV).

The District approves project funding based on the projects cost-effectiveness, beginning with the lowest cost-effective projects until funds have been fully expended.

Approved project replacements in 2023/2024: 6

Funds expended in 2023/2024: \$419,387

WOODSMOKE REDUCTION PROGRAM

The 2023/2024 District also administered the Woodsmoke Reduction Program, which replaces non-EPA certified stoves, inserts, or open hearth fireplaces with cleaner-burning and more efficient devices. The new device may be an EPA certified catalytic wood, hybrid, or pellet stove, an electric stove heater or an electric heat pump. Select non-catalytic wood stoves are also eligible.

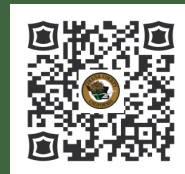
Approved Woodstove Replacements in 2023/2024: 26

Funds expended in 2023/2024: \$137,500



Air Pollution Personnel (left to right): Don Kitamura, Deputy Air Pollution Control Officer, Anastacia Allen, Air Pollution Control Officer, Anastasia Selover, Office Assistant III, and Casey Ryan, Air Pollution Standards Officer III

Check the Air
Pollution website
for current Grant
Programs



Colusa County Air Pollution Control District

2023/2024 Grant Programs

CARL MOYER
PROGRAM



The Carl Moyer, FARMER, and AARP Programs have made an impact on reducing emissions from the agricultural sector in Colusa County. These programs have the full support from the California Air Resources Board (CARB) as well as the Colusa County Board of Supervisors.



FARMER
PROGRAM

Burn Permits

The Colusa County Air Pollution Control District (District) issued "Agricultural Burn Permits" for the 2023 year for agricultural operations and ag-related operations conducting any of the following burning: field burning, orchard pruning's and tear-outs, brush piles, levees, ditch banks, field borders, fence lines, and pesticide bags/boxes.

Number of Agricultural Burn Permits issued in 2023: 470

Important information to know

Burn permits issued are sufficient for all agricultural burning in all of the fire districts in the County and are valid for one year expiring on December 31, 2024. A fee of \$20.48 will be required for each agricultural entity requiring an agricultural burn permit. The District can only accept cash or check for the permit fee. The burn permit will not be issued until the fee has been paid in full. For residential burn permits please contact your local fire district to obtain a necessary burn permit.





Colusa County Department of Agriculture
100 Sunrise Blvd. Suite F
Colusa, Ca 95932
530.458.0580

**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024

DEPARTMENT: Community Development Department

FROM: Steve Geiger

SUBJECT: Receive an update on the status of the County Coordinator Grant Project and provide any desired direction.

Receive an update on the status of the County Coordinator Grant Project and provide any desired direction.

Detailed Description/Background of Request

In January 2023, the Community Development Department was awarded a \$175,000 County Coordinator Grant from the California Fire Safe Council (CFSC). The objective of this grant is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within the County. The grant period was originally scheduled to run from January 2023 through June 2024. This time frame, however, was recently extended through December 2024. The County's Principal Planner serves as the County Coordinator for purposes of primarily managing the grant's activities.

The County's specific goals for the grant work are to encourage community engagement, develop a library of fire mitigation efforts, and to explore the establishment of a Fire Safe Council. The Colusa County Resource Conservation District (RCD) has been contracted with, along with its sub-contractor the Colusa County Fire Chiefs Association (FCA), to assist in the grant work efforts.

On February 27, 2024, staff provided the Board with the first update on the progress of the County Coordinator Grant Project. Following that update, staff completed conducting three community kickoff meetings held in Colusa, Williams, and Stonyford to solicit community feedback and input. The goal for these meetings was to learn from residents and stakeholders what specific wildfire risks were of concern and to identify potential mitigation measures. Of these three meetings, the one held in Stonyford had the largest public attendance, followed by Colusa, and then Williams.

After the community meetings, the County Coordinator and the RCD began meeting individually with the various fire departments within the County and other fire mitigation stakeholders. A listing of the fire departments, organizations, and individuals interviewed is included as Attachment A. These individual meetings were held from the end of April 2024 to mid-August 2024. Fire department resources, possible fire mitigation projects,

staffing, equipment needs, and issues of concern were discussed. These meetings were very helpful in allowing the County Coordinator and the RCD to hear directly from fire departments and other organizations. These organizations were also asked about their interest in being involved in the formation of and participation in a Fire Safe Council (FSC) for the County, with most indicating an interest in participating.

Fire Safe Councils are grassroots, community-led organizations that support residents and communities in fire prevention efforts. A local Fire Safe Council is often started as a result of an event such as a recent fire or a group of neighbors that want to spread a fire-safe message. The community then turns that initial interest into a committed group that finds ways to empower the residents to do their part to make the community safer.

Fire Safe Councils throughout California educate homeowners about community wildfire preparedness activities while working with local fire officials to design and implement projects that increase the wildfire preparedness and survivability of their communities. Many Fire Safe Councils have successfully implemented such projects as hazardous fuel reduction, Community Wildfire Protection Planning, and homeowner training. In the future, Fire Safe Councils may serve as the organizations through which the State distributes funding for local fire mitigation projects.

The RCD has established and maintained a contact list from the community meetings, interviews with fire departments, and other agencies and individuals. This list has resulted in an informal fire mitigation stakeholders group that have attended additional meetings held by the County Coordinator and RCD at Williams City Hall. To provide more information and details on Fire Safe Councils, both the Yolo County RCD and Glenn County RCD were invited to speak at individual meetings held on May 14th and August 26th, respectively.

The Yolo County RCD staff member serves as the Fire Safe Council Coordinator and spoke on how they received grant funding to create a Fire Safe Council and prepare a Community Wildfire Protection Plan (CWPP). The Yolo Fire Safe Council was formed in 2021 and consists of representatives from local nonprofits, fire protection districts, local government, and local fire safe councils. In the process of forming their FSC, Yolo County RCD spoke with RCD staff from Tehama and San Diego counties. They held a large kick-off meeting which included elected officials. Due to COVID, they began their meetings in 2021 via Zoom and still continue to hold them this way each month. Since creation of the FSC, the RCD has hired an Outreach Coordinator who has assisted in developing a website for the FSC, in addition to other advertising and outreach tasks. The presentation provided by the Yolo County RCD is included as Attachment B.

Along with the Tehama County RCD, the Glenn County RCD manages the Tehama-Glenn Fire Safe Council, which was formed in 2000. The presentation by the Glenn County RCD to the stakeholders group focused on recent fuel break and fuels reduction projects that have been completed or are still being worked on. These include roadside fuel breaks and Sacramento River Corridor fuels reduction. This meeting was very well attended by fire department staff as well as other wildfire mitigation stakeholder groups. The presentation provided by the Glenn County RCD is included as Attachment C. Additional information on possible membership of a FSC,

developing a mission statement, and determining overall objectives is included in an excerpt from the State of California Fire Safe Council Handbook (Attachment D).

The next steps for work on this grant include developing an online library of wildfire mitigation efforts. The County Coordinator and RCD will hold two more community meetings in Colusa and Stonyford in late October. At these meetings, the results of the interviews with the fire departments and other wildfire mitigation groups will be presented, and we will move into more specifics of developing a county wide Fire Safe Council (FSC). The remaining three months of this year will be used to determine the FSC structure, membership, by laws, priorities, and overall goals.

It's envisioned the new FSC would meet on a quarterly basis, with members consisting of fire department chiefs, government agencies, other wildfire mitigation stakeholders, and include up to two Board of Supervisor members - or possibly appointed residents. Similar to Yolo and Glenn counties, the FSC responsibilities and administration could be managed by the Colusa County RCD.

The County Coordinator and RCD are looking to the Board of Supervisors for direction and any specific comments as we move to the final months of this grant work.

Prior Board Action

At the Board's February 14, 2023 meeting, the Board approved the \$175,000 California Fire Safe Council's County Coordinator grant.

At the Board's May 23, 2023 meeting, the Board approved the initial contract with the RCD to assist with the California Fire Safe Council County Coordinator grant program.

At the Board's November 7, 2023 meeting, the Board approved an amended contract with the RCD which has incorporated assistance from the Colusa County Fire Chiefs' Association.

Fiscal Impact/Funding Source

There is no fiscal impact on the County's General Fund as a result of this project. The \$175,000 grant award to the County will cover all costs associated with work on this grant.

Action for the Clerk

None at this time.

ATTACHMENTS:

- Stakeholder Interview List (April 2024-Aug 2024) (DOCX)
- Yolo County Fire Safe Council 5-14-2024 Presentation (PDF)
- Glenn County RCD 8-26-2024 Presentation (PDF)

Action Item (ID # 9993)

Meeting of October 1, 2024

- Fire Safe Council Formation Information (PDF)



COUNTY OF COLUSA
COMMUNITY DEVELOPMENT DEPARTMENT
 1213 Market Street, Colusa, CA 95932
 (530) 458-0480

The following individuals from the noted agencies/organizations were interviewed from April 2024 to August 2024 as part of the County Coordinator Grant efforts:

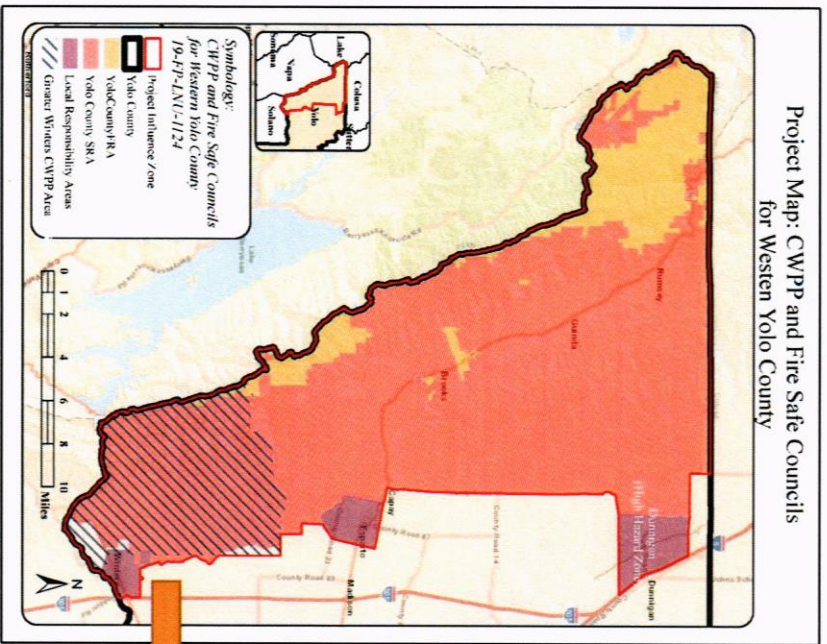
- Bear Valley/Indian Valley FPD - Sandy Corbin
- Maxwell FPD - Ken Cohen
- Williams FPD - Jeff Gilbert
- Arbuckle FPD - Casey Cox
- Sac River FPD - Jeff Winters
- PG&E - Mike Weber (Senior Public Safety Specialist)
- Colusa City Fire Department - Logan Conley
- Princeton FPD - Jim Zoller
- USFS (Mendocino National Forest) - Brian Combs (Fuels Specialist), Tony Arent (Fuels Specialist), Roy Jones (*Acting District Ranger), Stephanie Gleason (District Battalion Chief)
- USFWS (Sacramento National Wildlife Refuge) - Ryan Aebly and Frank Alves (Fire Management Officers)
- CAL FIRE (LNU Unit) - Trevyn Close (Battalion Chief)
- DWR - Gregg Ahler (Supervisor)
- RD108 - Jordan Navarrot (Deputy Manager)
- Caltrans - Catherine Chiu (Regional Planning Liaison), Kevin Yount (Senior Transportation Planner)
- Air Pollution Control District/ Agriculture Commission (2) - Anastacia Allen (Agricultural Commissioner)
- Wilbur Hot Springs - Greg Liston (Manager)
- Cattlemen's Association - Daniel O'Connell
- Century Ranch HOA - Gail Richardson (Board Administrator)
- Natural Resource Conservation Service (NRCS) - Owen Hemming (District Conservationist)
- BLM – David Dolezal (Fire Mitigation Specialist)
- Upper Little Stony Inholders Alliance (ULSIA) – Gary Evans (Alliance Representative)



Yolo County Fire Safe Council A Brief History August 2020-May 14, 2024

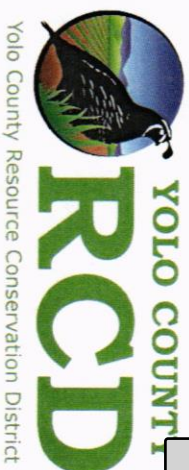
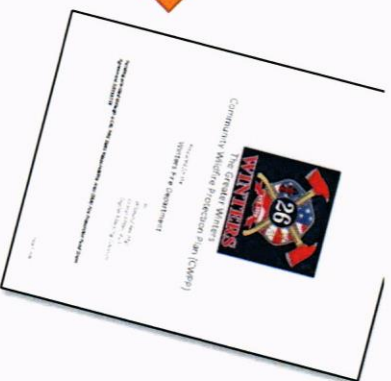


California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program 2019-2020



Following the County Fire in 2018, Yolo RCD and Yolo County OES submitted a grant proposal for a Community Wildfire Protection Plan (CWPP) and a Fire Safe Council for Yolo County-rejected. CALFIRE funded the second proposal in early 2020 and work began September 2020 after the LNU Lightning Complex. A CWPP identifies priority projects such as:

- Fuels Reduction
- Fire Breaks
- Access and Evacuation Planning
- Home Hardening



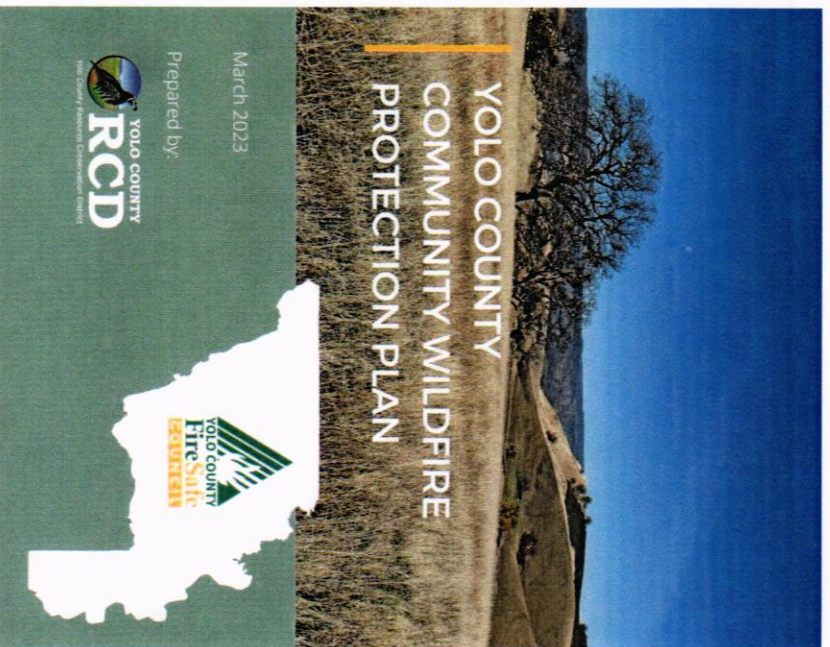
2014 Monticello Fire, 2015 Wragg Fire, 2016 Cold Fire, 2017 Winter Fire, 2018 County Fire, 2020 LNU Lightning Complex Fire....

The Yolo County **Fire Safe Council** was created in part to help develop and implement the **CWPP**

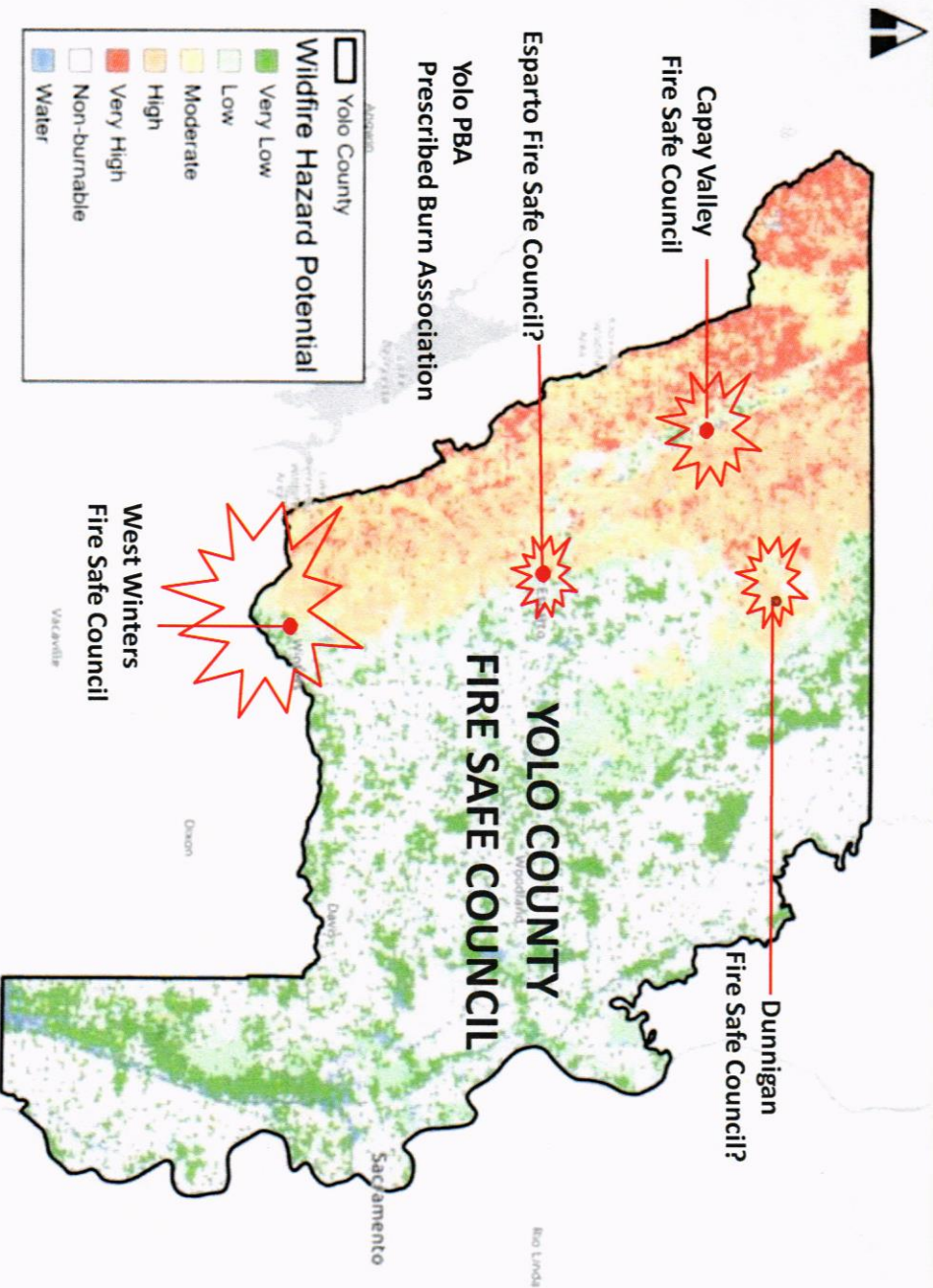


CWPP Process

1. Gather Stakeholders
2. Establish a Community Base Map
3. Agree upon wildfire risks
4. Develop & prioritize a set of projects
5. Determine roles and responsibilities and funding
6. Complete projects
7. Monitor, adapt, improve and update plan



The Yolo County Fire Safe Council was created to support community efforts



Why a countywide Fire Safe Council?

- Collaborate to solve problems
- Implement CWPP projects
- Support community FSCs
- Grant acquisition and administration

Why community Fire Safe Councils?

- Focus on issues important to your community
- The best projects are often done by landowners and residents themselves

Other community efforts

- Prescribed Burn Associations
- Firewise Communities



Community Fire Safe Councils



Keys to Starting a Fire Safe Council

That is what a Fire Safe Council can do:

- Mobilize people in the community who stand to lose something of value to fire
- Create a powerful group initiative
- Save lives, property and money from wildfire

*We had to figure
out what a Fire
Safe Council was
before we could
start one....*

*Many thanks to
CA FSC Staff as
guest speakers at
our first YCFSC
meetings!*

California's leader in community wildfire risk reduction and resiliency.

Our steps to create a new Fire Safe Council



Yolo County Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695
Phone: (530) 441-1400
www.yolocd.org

Yolo County Fire Safe Council Kick-Off Meeting February 23, 2:30-3:30pm

<https://us02web.zoom.us/j/886600532768?pwd=LOZSRl9lOjQ5aUNhZlRkdzZlRkZkZ09>

Meeting ID : 886 0053 2768, Passcode: 851737, Phone: 1-669-900-6833

BACKGROUND

The Yolo County Resource Conservation District (RCD) in collaboration with the Yolo County Office of Emergency Services (OES) is forming a countywide Fire Safe Council (FSC). The Yolo County Fire Safe Council's purpose will be to identify and support on-the-ground projects that address wildfire prevention, wildfire response and post-fire recovery efforts throughout Yolo County. Key stakeholders will include the County and local governments, Yolo County Board of Supervisors, Tribal representatives, local fire departments, CALFIRE, utility providers and other related local and state agencies and organizations as well as interested members of the public.

AGENDA

Tanya Meyer, Yolo County RCD
Welcome and introduction of key stakeholders

Heather Nichols, Yolo County RCD
Yolo County Fire Safe Council – background and purpose

Christopher Baker, California Fire Safe Council

- Fire Safe Councils 101
- How countywide Fire Safe Councils help their communities
- Action - resources and support available now

Tracy Katelman, ForeverGreen Forestry
How a Fire Safe Council works and who can participate

Chris and Tracy, Questions & Answers re FSCs

Heather Nichols, with Kurt Johnson, Yolo County OES

- Yolo County FSC timeline and upcoming meetings
- Fire knows no boundaries – collaboration with Solano and the LNU region
- Not only a County FSC – RCD can support community-scale Fire Safe Councils



- Many cold calls to potential members
- Attended Zoom meetings of interested parties
- Talked with California Fire Safe Council staff... a lot
- Talked with other RCDs that managed FSCs
- Held a large kick-off meeting with elected officials and press releases
- Created by-laws
- Created a membership application
- PVFSC, WWFSC and CVFSC met once a month on Zoom for the

“So-Yo Fire Safe Council Leadership Group” hosted by the YCFSC



Huge thanks to Tracy
Katelman of ForeverGreen
Forestry for expert advice

Yolo County Fire Safe Council Membership 2024



COMMUNITY GROUPS

West Winters FSC
Capay Valley Fire District FSC
Capay Valley Vision
Golden Bear Fire Safety Comm.
One Hundred Club
ForeverGreen Forestry
(advisory non-voting)
Interested members of the public

AGENCIES

RCD (FSC Coordinator)
Caltrans (non-voting)
NRCS (non-voting)
Yolo-Solano Air Quality
(supportive, not a member)

UTILITIES

None at this time

FIREFIGHTERS & FIRST RESPONDERS

Capay Valley, Dunnigan, East
Davis, Esparto, Winters,
Madison, Yocha Dehe FPDs
American Red Cross
CAL FIRE (advisory only)

LOCAL GOVERNMENT

Supervisors Districts 2,4,5
(Frerichs, Provenza, Barajas)
City of Winters
Senator Dodd's office
(not a member)

YOLO COUNTY SERVICES

Yolo OES (non-voting)
Comm. on Aging & Adult Services
Housing Authority
In-Home Supportive Services
Advisory Comm.

TRIBAL INTERESTS

Yocha Dehe Fire
Protection District

LOCAL

ORGANIZATIONS

Cache Creek Conservancy
Audubon CA - Bobcat Ranch

YCFSC Structure

- We are not a non-profit 501c3
- Coordinated by Yolo County RCD staff
- Yolo County RCD staff are supported through grants
- Meetings are run by a Chairperson from the community
- Chairperson elected by voting membership
- Voting members must complete an application and be approved by the membership

We must have a super majority present a meeting to make major decisions such as electing a chairperson



Yolo County Fire Safe Council: MEMBER APPLICATION

The mission of the Yolo County Fire Safe Council is to:

- Serve as a forum for the implementation of the Community Wildfire Protection Plan (CWPP).
- Share fire-safety information.
- Assess fire risk.
- Promote community fire-safe planning and coordination.
- Support the local fire services and local Fire Safe Councils.

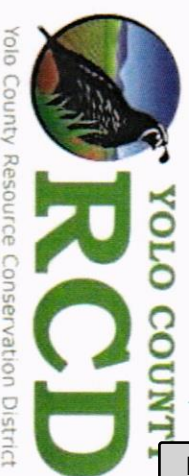
In order to vote, a member:

- Is supportive of the mission of the Yolo County Fire Safe Council.
- Must be a representative of an organization, entity or group (OEG), not individuals, with at least 10 members;
- Or, if a smaller OEG, the OEG has to have been in existence and active for at least one year;
- Or, must be a local Fire Safe Council, Prescribed Burn Association, Firewise Community or other similar fire-related community group;
- Must have a mailing address and/or own or manage property in Yolo County;
- Will receive only one vote per item, despite the number of representatives in attendance per bylaws.

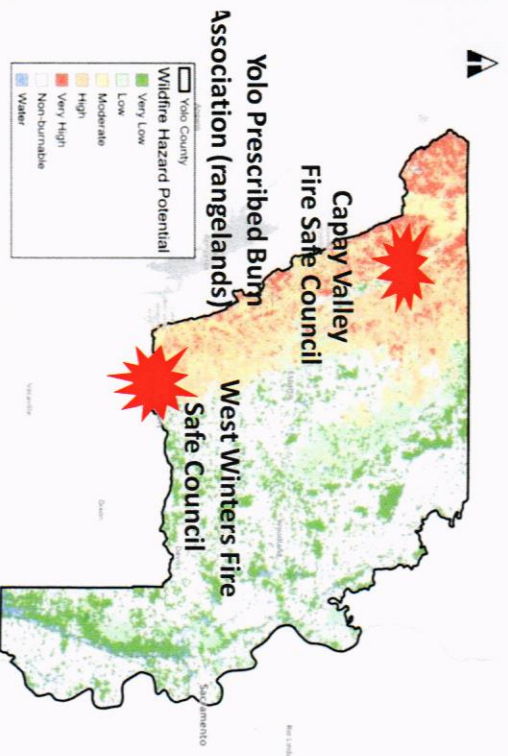
If you are an eligible organization, entity or group that would like to become a voting member of the Yolo County Fire Safe Council, please provide the following information and submit the completed form to Tanya Meyer at meyer@yolocord.org.



Yolo County Fire Safe Council Accomplishments



Formed New Community Fire Safe Councils



Partner with the
Pleasants Valley Fire Safe Council
And Solano RCD

Trainings

- Educational guest speakers at monthly YCFSC (and PVFSC) meetings
- Surviving Wildfire Webinar (with Green Valley FSC)
- Home Hardening Webinar (with Green Valley FSC)
- Defensible Space Ambassador Training (with GVFS & Solano RCD)

Outreach

- Hiring an outreach coordinator
- Press releases, news stories, Facebook and Instagram
- YCFSC Hub Site developed
- YCFSC website developed www.yolofiresafe.org
- Meetings with local fire protection districts
- Community meetings in high fire areas

Partnerships

- Solano-Yolo FSC Leadership team meetings
- YCFSC created project list and ranking sheet which was submitted to YC Board of Supervisors for \$1.5M Early Action Funding

Yolo County Fire Safe Council Stakeholder Members**Voting Members****Super Majority = 15 (2/3 of 23 voting members)**

American Red Cross
Audubon CA-Bobcat Ranch
Cache Creek Conservancy
Capay Valley Fire District Fire Safe Council
Capay Valley Vision
Capay Valley Fire Protection District
Catholic Charities of Yolo-Solano
City of Winters
Dunnigan Fire Protection District
East Davis County Fire Protection District
Esparto Fire Protection District
Golden Bear Fire Safety Committee
Madison Fire Protection District
One Hundred Club
UC Davis Fire Dept.
West Winters Fire Safe Council
Winters Fire Protection District
Winters Senior Apartments
Yocha Dehe Fire Department
Yolo County Commission on Aging & Adult Services
Yolo County Board of Supervisors, District 4-Provenza
Yolo County Board of Supervisors, District 2-Frerichs
Yolo County Board of Supervisors, District 5 -Barajas
Yolo County In-Home Supportive Services Advisory Committee
Yolo County Housing Authority



Current Activities

- Monthly Zoom meetings
- Educational guest speakers
- Reports from CAL FIRE, YCOES, community FSCs
- YCFSC approves new grants and projects
- Support letters to grantors
- County Coordinator reports to Yolo County Fire Chief Association



YCFSC voting members must attend meetings to stay in good standing

Funding Received



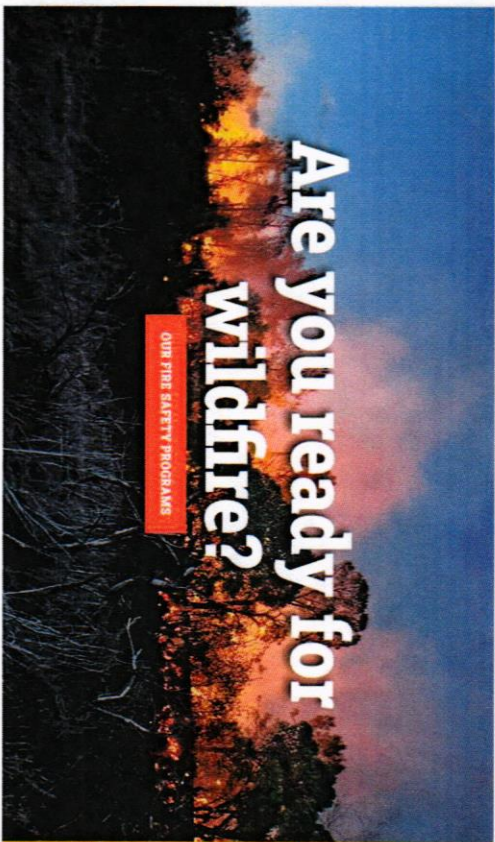
Funder	Amount	Ends
CAL FIRE Climate Investments Fire Prevention Program	\$314,000	March 2024
Regional Forest & Fire Capacity (RFFC) Department of Conservation	\$500,000	Fall 2028
Early Action Funding to Yolo County OES from State of CA (through State Senator Bill Dodd)	\$1.5 million	December 2026
CA FSC County Coordinator grant	\$175,000	January 2024
Yolo Prescribed Burn Association, started Summer 2022	\$617,000	March 2025
CAL FIRE Wildfire Prevention Grant (planning)	\$500,000	December 2026
CA FSC County Coordinator grant (new)	\$148,000	December 2024

Use Maps Pacific Northwest August Recording C/FBA

530-661-1688 info@yolofiresafe.org

**YOLO COUNTY
Fire Safe
Council**

GET INFORMED GET PREPARED GET INVOLVED About Us News Events **Donate**



Are you ready for wildfire?

OUR FIRE SAFETY PROGRAMS

Current Fire Conditions

Current Fire Incidents

Yolo County Community Wildfire Protection Plan

Alert California Cameras

AirNow Air Quality Index



~Thank you~

Tanya Meyer
Program Manager
Yolo County Fire Safe
Council Coordinator
meyer@yolorcd.org

<https://yolofiresafe.org/>



Get Informed

Understand the risks, science, and behavior of wildfire and find resources to bolster community wildfire resilience

LEARN MORE



Get Prepared

Learn about our Reflective Address Sign and Neighborhood Chopper Programs and how to prepare your home and your family before, during, and after a wildfire

LEARN MORE

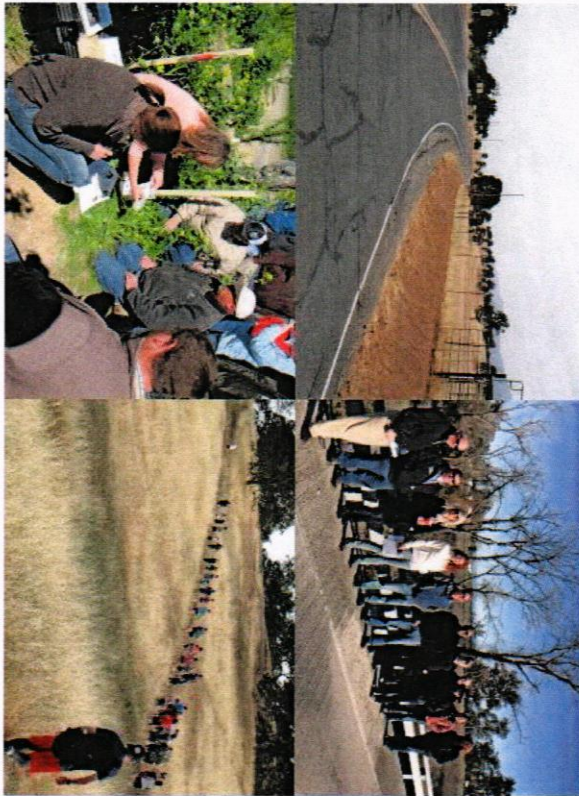


Get Involved

Get involved with Yolo County Fire Safe Council, a community Fire Safe Council near you or start your own!

LEARN MORE

GLENN COUNTY RESOURCE CONSERVATION DISTRICT

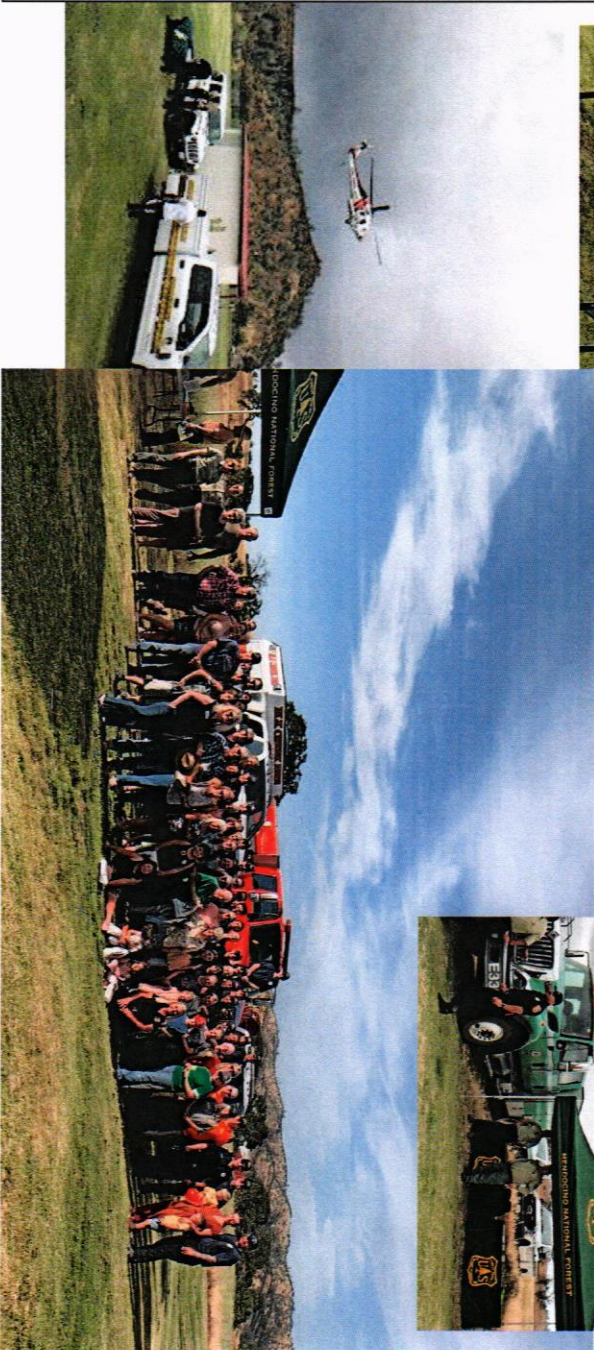


Fuels Reduction - Water Quality
Soil Health - RCD Connects with Kids

 Together we can.

- ✓ **Conservation Planning**
- ✓ **Healthy Soils Program (HSP)**
- ✓ **State Water Efficiency and Enhancement Program (SWEEP)**
- ✓ **Fuels Reduction and Fire Prevention Program**
- ✓ **Sponsor Program: RCD Connects with Kids**
- ✓ **Colusa Glenn Subwatershed Program – *Helping growers meet the Irrigated Lands Regulatory Program***
- ✓ **Sacramento Valley Region of RCDs**

ICE CREAM SOCIAL
Fire Awareness & Meet Your Partners!
It's Flag Day!



TEHAMA-GLENN FSC
EDUCATION PROGRAM

Tehama-Glenn Fire Safe Council

The Tehama-Glenn Fire Safe Council (TGFSO) was formed in 2000 to address issues related to wildfire and fire safety through community-based Fire Prevention Education.

The TGFSO is formally recognized as a Fire Safe Council by the California Fire Safe Council.



Fire Safe Councils are grassroots, community-led organizations that mobilize residents to protect their homes, communities, and environments from catastrophic wildfire.

The TGFSO is managed by the RCD of Tehama County and Glenn County RCD host meetings every other quarter to share in TGFSO efforts.

**June 20, 2024 at 1:00 PM in Glenn County
Mendocino National Forest - Conference Room - 825 N Humboldt Ave, Willows CA
95988**

[Click here for Previous Meeting Agenda](#)

[Click here for Letter of Support Inquiry Request Form](#)

Check out the TGFSO Fire Prevention Education Program... [click here!](#)

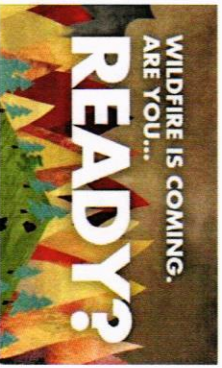
Additional resources are available..

[Click here for UCCES Fire Resistant Plants](#)

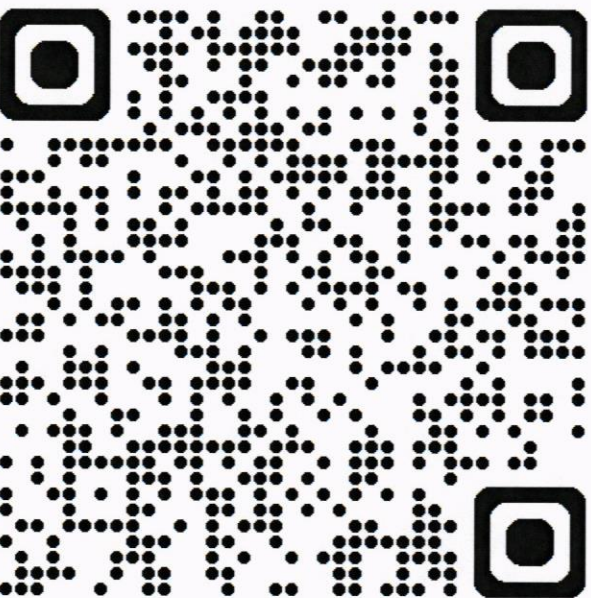
[Click here for CAL FIRE's Home Page - Wildfire is coming.. are you ready?](#)

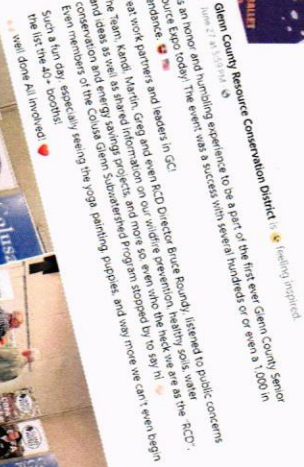
[Click here for CAL FIRE's Fire Smart Landscaping](#)

[Click here for Fire Recovery Resources](#)

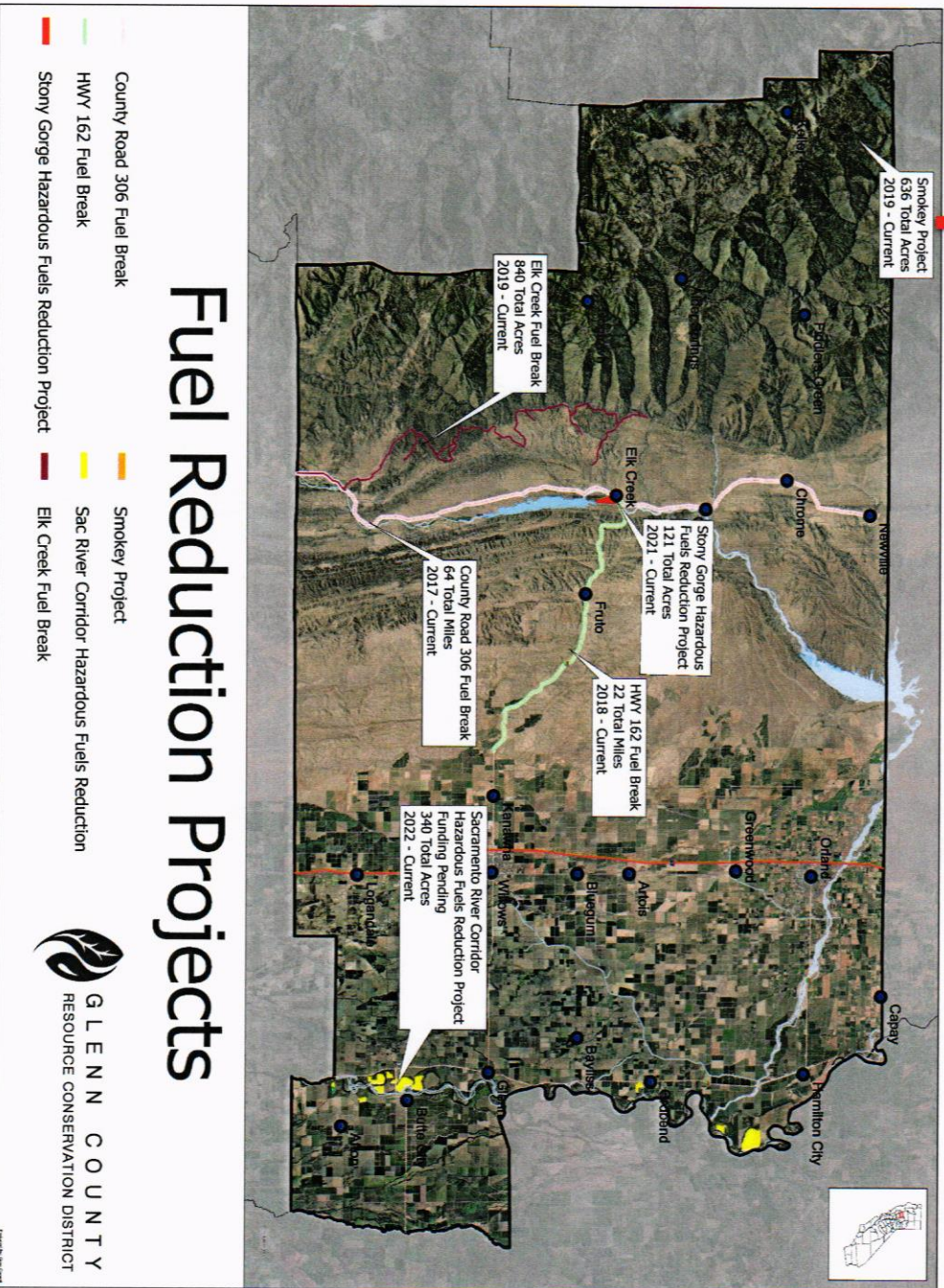


If you would like to be added to the email distribution list, please contact Seronica Biggs, RCD of Tehama County at sbiggs@tehamacountyrcd.org or Kandi Manhart, Glenn County RCD at kandi@glenncountyrcd.org

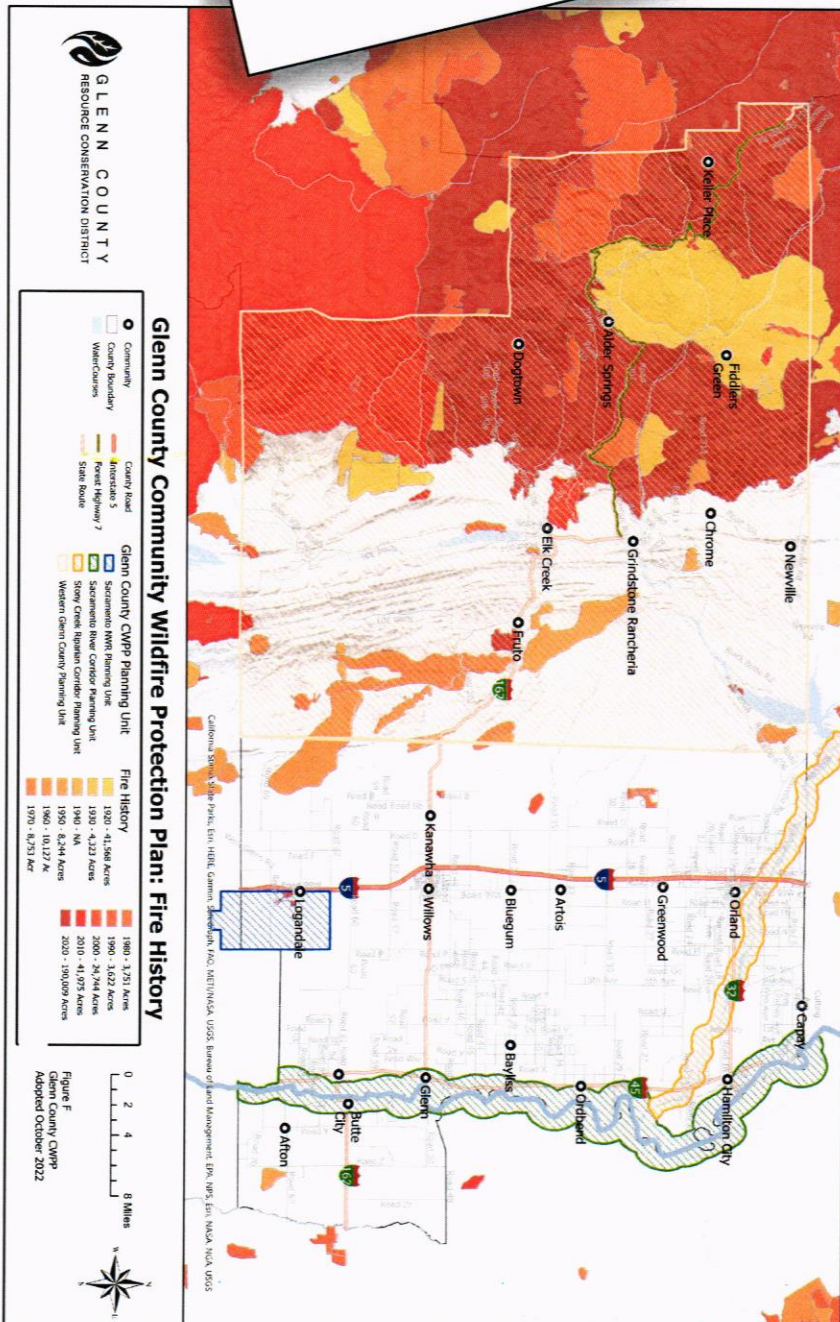
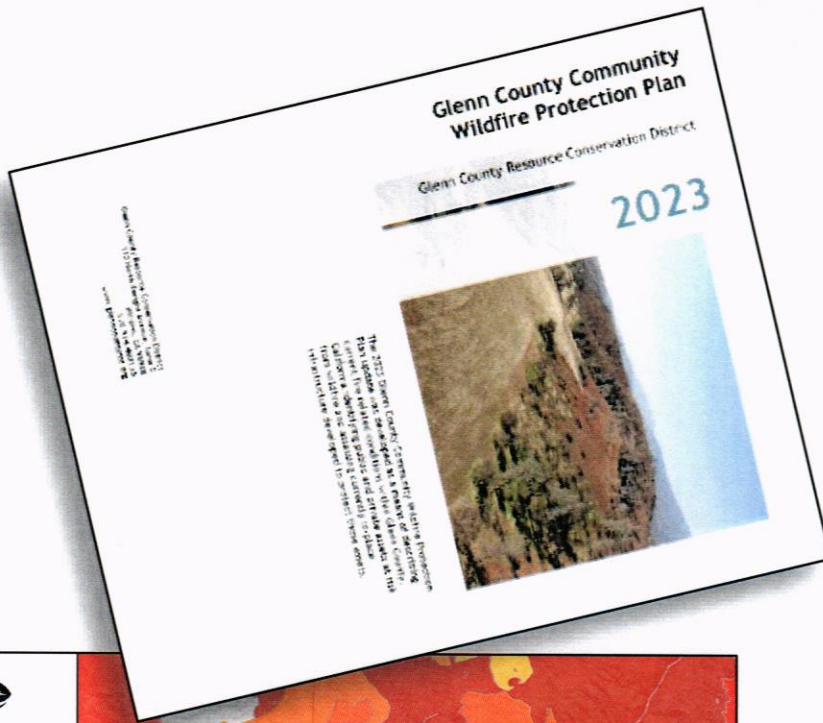




Partnerships are KEY!



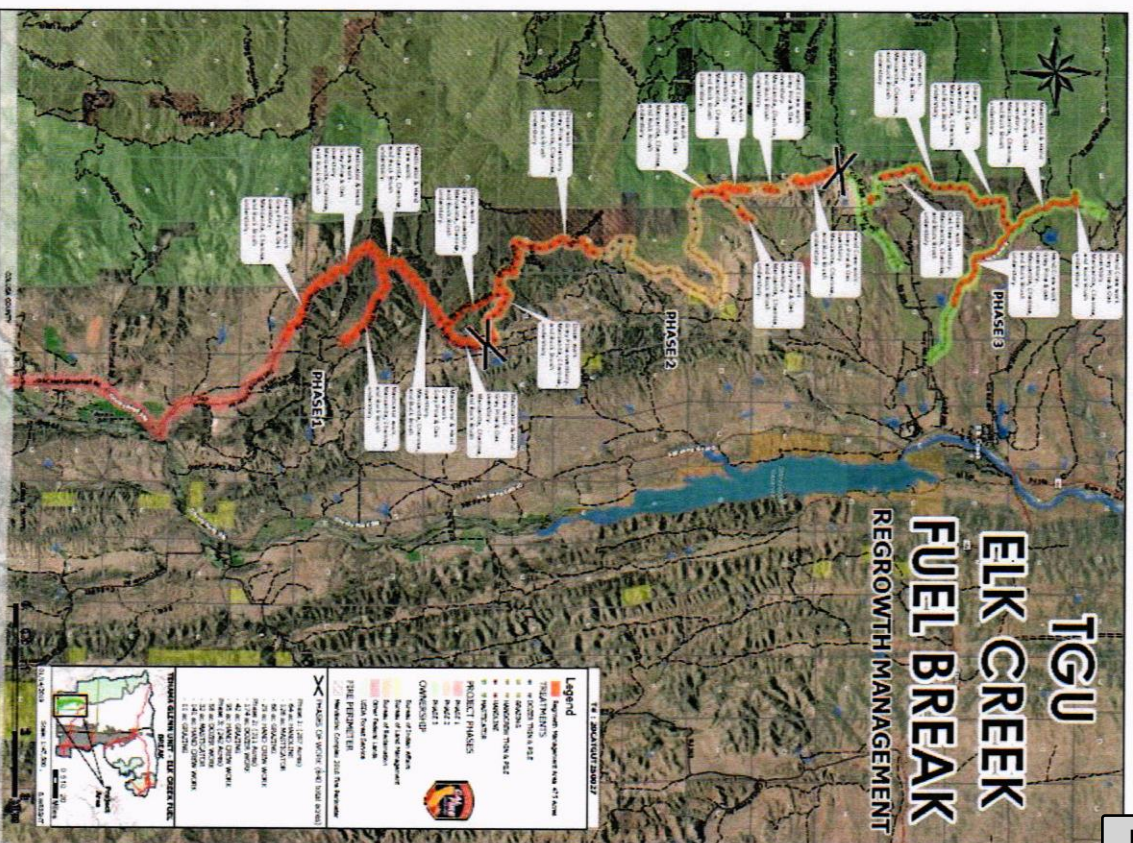
Glenn County Community Wildfire Protection Plan (CWPP) – 2023 UPDATE



CAL FIRE Emergency Fuel Break

This project, under the 45-Day Report to Governor Gavin Newsom in response to Executive Order N-05-19, identified high priority fuels reduction projects and other measures to immediately begin to protect over 200 of California's most wildfire-vulnerable communities and put the state on a path toward long-term wildfire prevention and forest health.

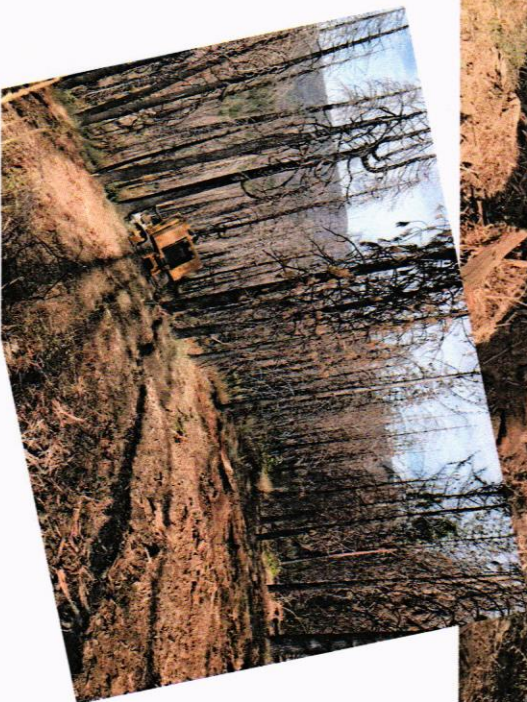
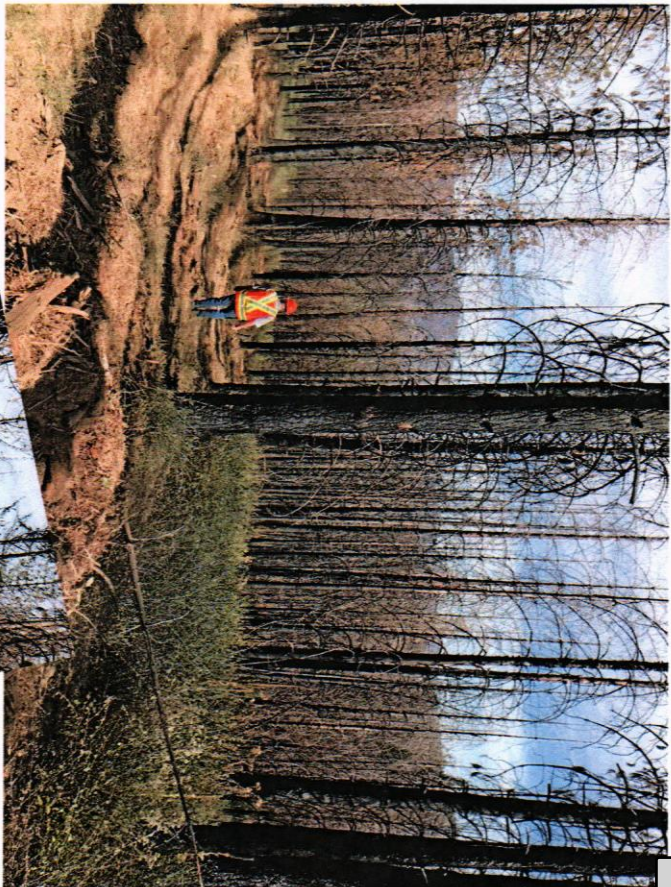
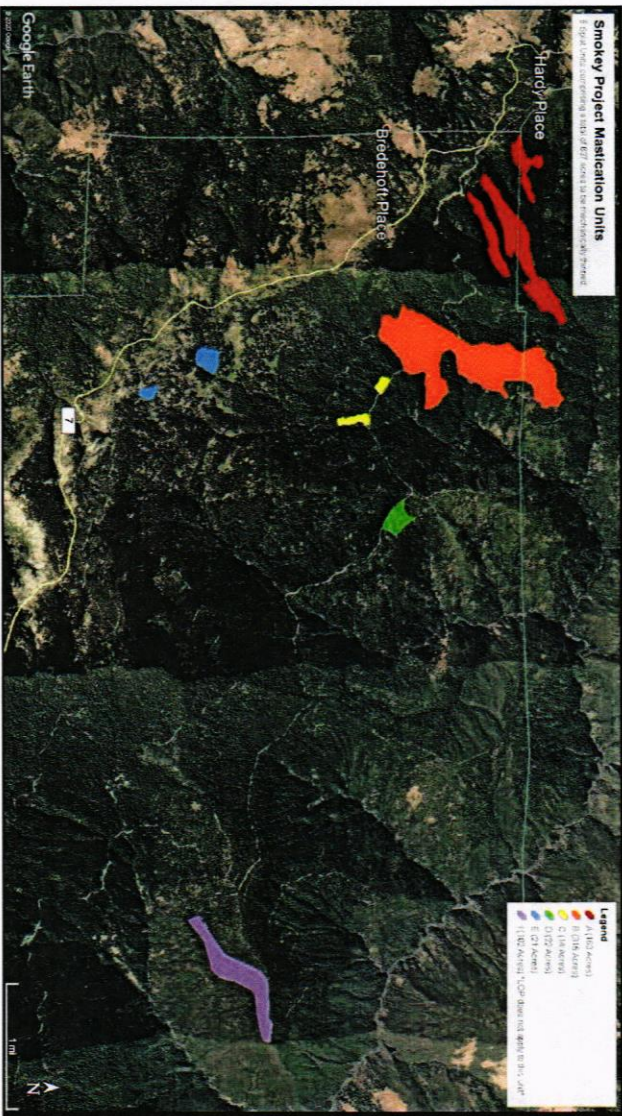
- ✓ Aerial herbicide application was flown on July 15, 2020
- ✓ Groundwork
- ✓ Completed



US Forest Service – Mendocino Smokey Project

This project will provide for mastication on 600+ acres in the Mendocino National Forest.

✓ Project began Fall 2022; Completed



Stony Gorge Hazardous Fuels Reduction Project

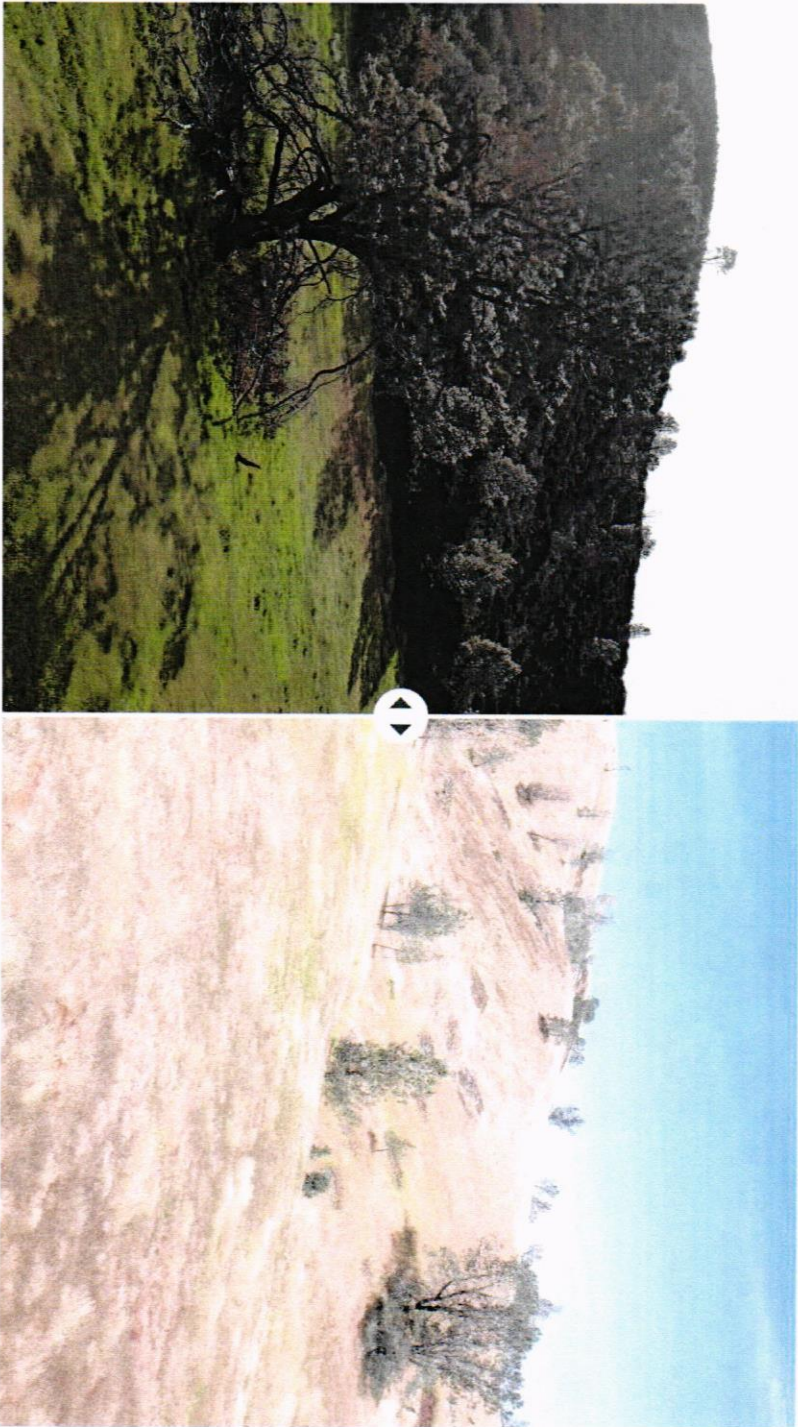
Our FIRST Story Map will share this project...

<https://arcg.is/1a5u8a0>



Stony Gorge Hazardous Fuels Reduction Project

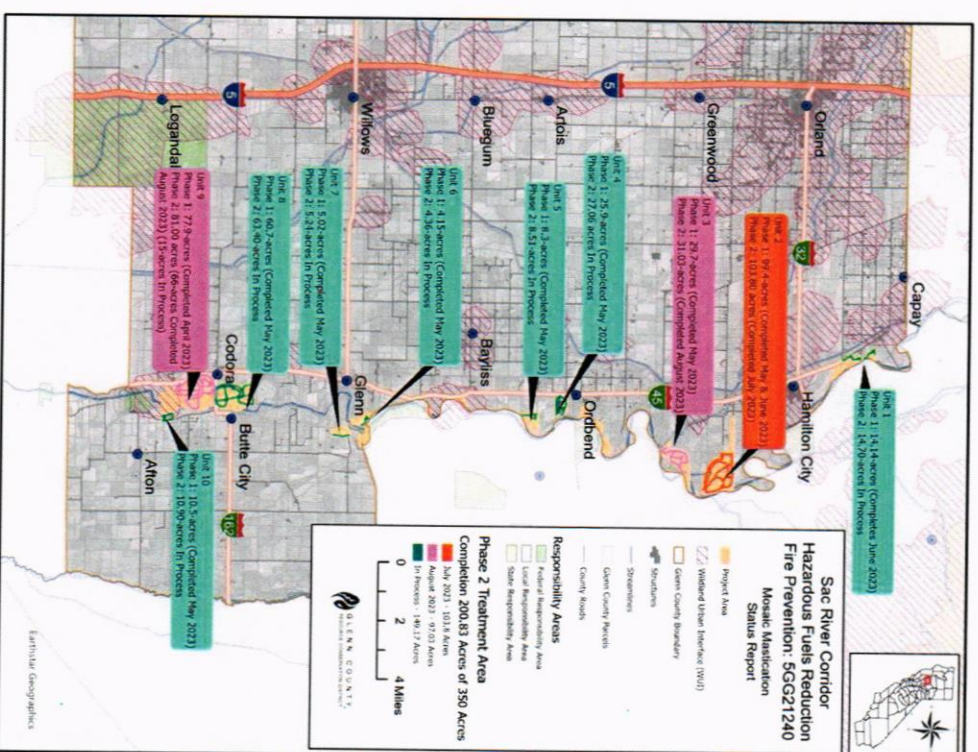
Before and After

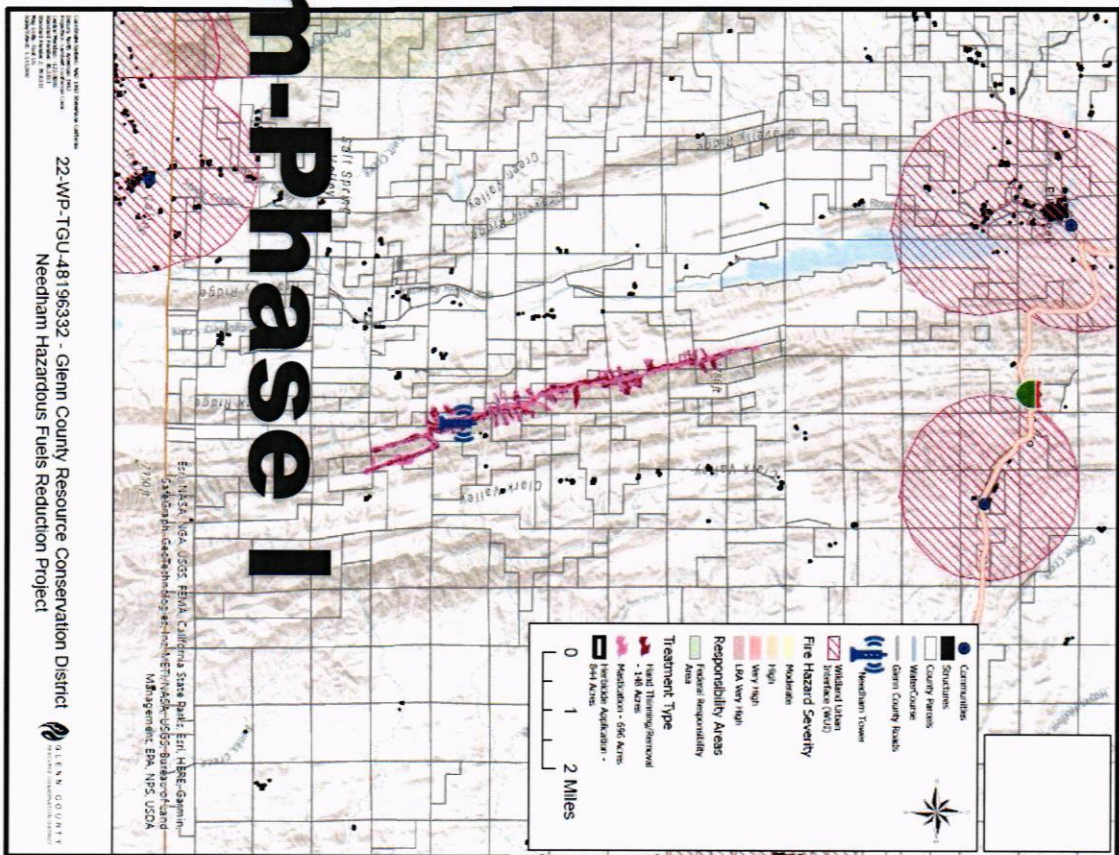
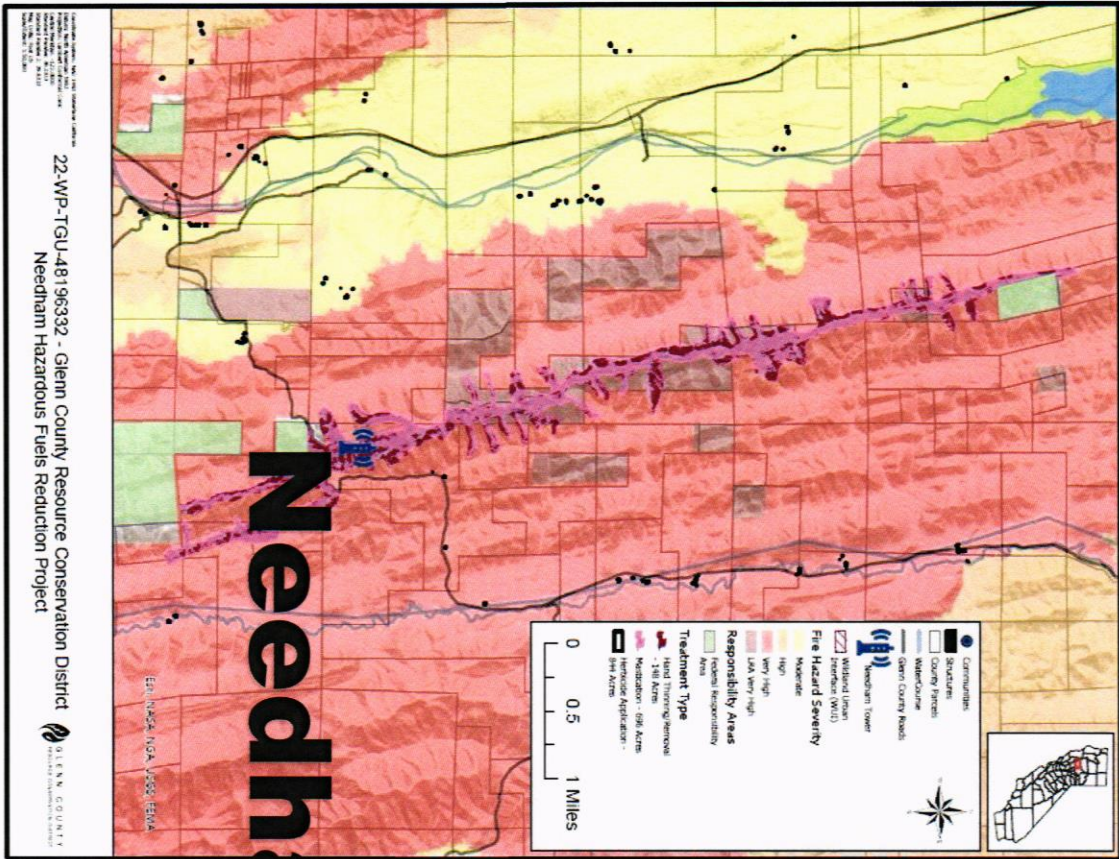


Pre Implementation (left) March 2022 Post Implementation (right) May 2023. Use swiping tool to explore before and after.

Packet Pg. 232

- ✓ Created a 50-foot-wide fuel break on approximately 340 acres or a little over 56 miles removing dense vegetation surrounding public access areas, structures and property boundaries using mastication vegetative treatment prescription.
- ✓ Through working with CAL FIRE, U.S. FWS and Diversified Resources, Inc., the project increased in # treatment acres to 690-acres of mastication and added a new treatment type to the original 340-acres, an herbicide application which offers longevity to project success.





Conservation Planning

Help with private landowner planning.

✓ Grazing Management Plans

✓ Received USDA-Natural Resources Conservation Service (NRCS) funding to hire planner; used the Needham-Phase I project as cash match

✓ Soil Health Management Plans

✓ Carbon Farm Plans



Glenn County Farmer/Rancher Interest Form

Plan, Design, and Implement On-Farm Conservation Practices through a Conservation Plan or Carbon Farm Plan!

The Glenn County Resource Conservation District (RCD) is seeking volunteer Glenn County farmers or ranchers who would like a Conservation Plan focused on Soil Management, or Carbon Farm Plan.

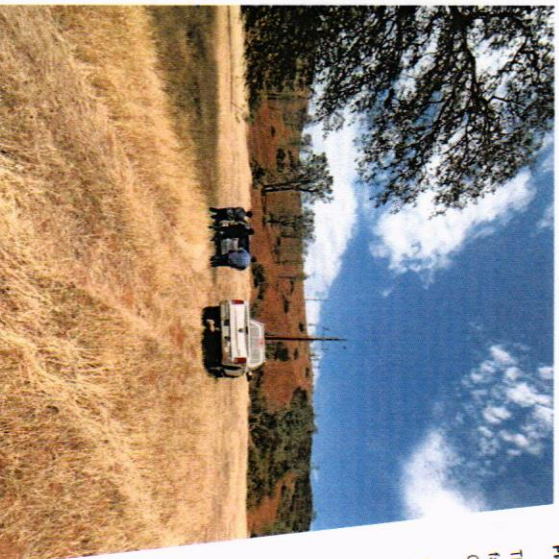
A **Conservation Plan** identifies the customer's conservation objectives and assesses and analyzes the natural resources issues on that customer's land related to soil, water, animals, plants, air, energy, and human interaction. The conservation plan includes tools and resources customized specifically for each customer, like a land use map, schedule of information, photos, inventory of resources, economic costs and benefits, schedule of recommended practices, maintenance schedules, and engineering notes – all based on the customer's goals and the resource needs. The plan is written in a clear, step-by-step format that meets each individual customer's needs. Customers choose options that suit their circumstances and time schedule. The conservation planning process is a collaboration between the conservation planner and the customer. Conservation planners are there every step of the way to assist customers with implementation as needed.

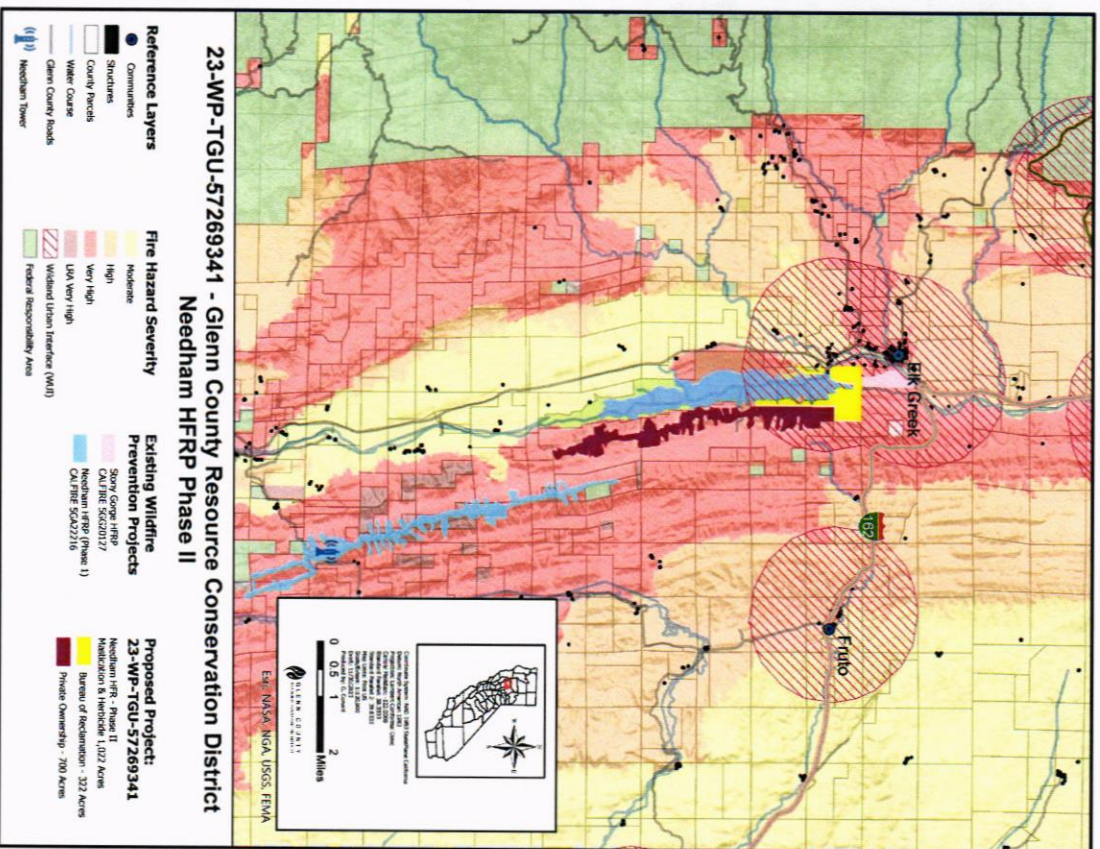
***This particular opportunity will focus on the Soil Health Management Plan type of Conservation Plan

A **Carbon Farm Plan** is similar to the well-known Conservation Plan; however, a Carbon Farm Plan is a guiding document that outlines conservation management practices which help farmers/ranchers address the resource concerns AND maximizes carbon capture into the soil and into vegetation to boost farm productivity.

Please complete this Interest Form if you are a Glenn County Farmer/Rancher and would like to be considered for receiving a Conservation Plan or Carbon Farm Plan.

The deadline will be a weekly-rolling deadline, with reviews each Monday.





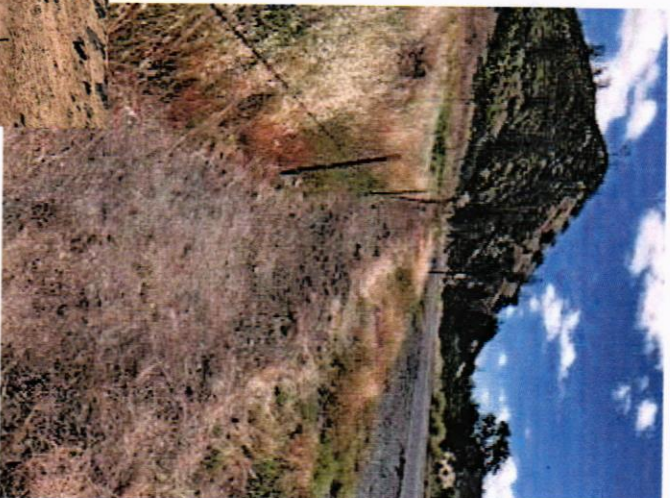
Needham-Phase II

- ✓ Funded August 2024
- ✓ Ties in with two other fuels reduction projects
 - ✓ Stony Gorge (North)
 - ✓ Needham Phase I (South)

County Road 306 & Highway 162 Roadside Fuel Breaks

Overall, the project is a roadside fuel break along Co Rd 306 and HWY 162 placed in strategic areas and within the public right-a-way.

- ✓ This project began in 2015
- ✓ Continued effort to be proactive and implement fuel break; implementation methods have changed over the years
- ✓ Partnership with CAL FIRE
- ✓ Herbicide application spraying
- ✓ Next steps



NEW: Northern Sac-Valley Coalition, Regional Forest & Fire Capacity Program

- ✓ 4 RCDs: Glenn, Tehama, Western Shasta and Shasta Valley
- ✓ Build capacity to address forest and fire related activities
 - Individual efforts
 - Regional efforts
 - Demonstration Projects
- ✓ Develop shovel ready projects; seek funding opportunities



Glenn County RCD

Fuels Reduction and Fire Prevention Program Team

Kandi Manhart-Belding

Executive Officer

main 530.934.4601 x5

direct 530.934.4601 x3171

cell 530.624.1640

kandi@glenncountyrcd.org

Martin Spannaus

Fuels Reduction & Fire Prevention Education Program Coordinator

cell 530.736.8320

martin@glenncountyrcd.org

Shane Rakestraw

Wildfire & Forestry Project Coordinator

cell 530.517.1380

shane@glenncountyrcd.org

Greg Conant

Forest Health Program Specialist

cell 530.330.5002

greg@glenncountyrcd.org

Thank You



Elect Board of Directors and Executive Board Members

Your Board of Directors should consist of a President, Vice President, Secretary, Treasurer, and Committee Coordinators.

Committee Development

Committees should be focused on goals set by Board of Directors. Suggested committees include: Projects, Education & Outreach, Communications, & Fundraising.

Develop a Mission Statement

A mission statement is a statement of purpose and the ideal or basic reason for the existence of the organization. It should be broad in scope and define the organization's philosophy. In addition, it should be short and easy to understand. Based on your draft mission statement and present it at the second meeting. Once you or another Council member has proposed a mission statement, the Council should review and finalize it.

Consider reviewing mission statements from other Fire Safe Councils. Here is the mission statement for the statewide Fire Safe Council:

"The mission of the Fire Safe Council is to preserve California's natural and man made resources by mobilizing all Californians to make their homes, neighborhoods and communities fire safe."

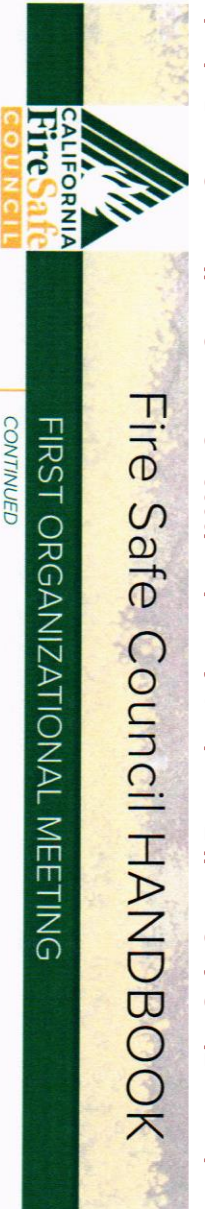
Determine Overall Objectives

After establishing a mission statement, Council members should think about how the Council will fulfill the mission. Objectives state what will have occurred if the mission is successfully achieved. When determining objectives, make sure they relate to the mission and that they are measurable, achievable and results-oriented.

Consider reviewing the objectives from other Fire Safe Councils. Here are the objectives for the statewide Fire Safe Council:

- ▶ Unite Council members to speak with one voice on fire safety





FIRST ORGANIZATIONAL MEETING

CONTINUED

- ▶ Use marketing expertise and communication channels of Council members to increase distribution of fire prevention education materials
- ▶ Discuss and evaluate legislation pertaining to fire safety
- ▶ Empower grass roots organizations and individuals to create fire safe communities

Choose Fire Safe Council Name

Choose a name for your Council to give it an identity. Most local Fire Safe Councils have chosen to include a specific city or region in their name. For example **Nevada County Fire Safe Council**, or **FIRESafe MARIN**.

Discuss Projects Ideas and Determine Feasibility

Persuade Council members to examine their resources and determine how each member can contribute to a project's success. Many new Councils choose to begin with small projects and work their way up to larger undertakings. Small projects will yield faster results and gratification, which will build momentum for the group.

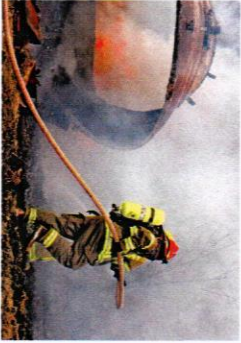
Assign Responsibility for Projects

Ask for volunteers and be encouraging, as some members may be shy or hesitant because this is a new area of knowledge for them. Some Council members may have a special interest in specific projects or may be able to commit certain resources.

Make sure that all projects undertaken by the Council have been assigned to an individual or group of individuals to ensure that the project gets done.

Target Future Members

Fire safety involves the whole community and the health of your council depends upon constant efforts to involve more people. Enlist volunteers to focus on membership recruitment. Remember, it may take several months to convince certain partners to participate in your Council. In fact, some partners may not join the Council until a fire threatens. This fire will create a window of opportunity. During this period of heightened awareness and concern, your Council can attract new members and advance fire safe programs.



**Request For County Board of Supervisors Action**

MEETING DATE: October 1, 2024
DEPARTMENT: Board of Supervisors
FROM: Tiffany Jorgensen
SUBJECT: Approve Special Claims

Approve Special Claims as follows:

<u>Invoice #</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
051324-NAS	BEHAVIORAL HEALTH	SUTTER CNTR FOR PSYCHIATRY	\$6,935.88

Detailed Description/Background of request

A Colusa County resident was placed by Yolo County Behavioral Health Services at Sutter Center for Psychiatry. Colusa County Behavioral Health is responsible for payment of the charges incurred as a result of this placement. We do not have a contract with this vendor, so the charges are presented as a special claim.

Prior Board Action

None.

Fiscal Impact/Funding Source

\$6,935.88 in BHS budget

Action for the Clerk

None.

ATTACHMENTS:

- SUTTER_CENTER_FOR_PSYCIATRY_9.12.24 BH BOS (PDF)
- Board Approval 24-25 (XLSX)



COUNTY OF COLUSA
AUDITOR – CONTROLLER’S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: _____ Vendor Name: _____

If Misc. Vendor or Special Remit to Address: _____

Separate Check: ☐ Yes ☐ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____
☐ Original Document sent via interoffice mail & to be mailed w/check

Comment: **NO CONTRACT**

Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Invoice No: _____	Invoice Amount: _____	_____
Grand Total of All Invoices: _____		

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☐ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: _____

Attachment: SUTTER_CENTER_FOR_PSYCHIATRY_9.12.24 BH BOS [Revision 1] (10080 : Approve Special Claims)

MAIL PACKET TO:
Colusa County Mental Health
162 East Carson Street, Suite A
Colusa, CA 95932

ACCOUNT	LAST NAME	FIRST NAME	DOB	ADMIT	DISCHARGE	TAR #	RATES	4 OF DAYS	EXPECTED REIMBURSEMENT	TOTAL CHARGES	PAYMENT RECEIVED	UNDERPAYMENT	CVG COUN RECORDS
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510918690			7/27/1973	5/7/2024	5/13/2024	89066490035	\$1,155.98	6	\$6,935.88	\$14,005.90	\$-	\$6,935.88	Colusa
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RECORDS PREVIOUSLY SENT

603-55270-7130

This will need to be done as a Special Claim. Yolo County placed client here.

SUTTER CENTER FOR PSYCHI SUTTER CENTER FOR PSYCHI 51091869000 6.1.a
7700 FOLSOM BOULEVARD PO BOX 278510 67206620 0111
SACRAMENTO CA 958262608 SACRAMENTO CA 958278510
8553981633
9 PATIENT ADDRESS 1070 ALMOND AVE APT 24
CA 95912

8 PATIENT NAME
10 BIRTHDATE 07271973 11 SEX F 12 DATE 050724 13 HR 11 14 TYPE 3 15 SRC 4 16 DHR 11 17 STAT 01
31 OCCURRENCE CODE 11 32 OCCURRENCE DATE 050724 33 OCCURRENCE CODE 34 OCCURRENCE DATE 35 OCCURRENCE SPAN FROM 36 OCCURRENCE SPAN THROUGH 37

38 COLUSA COUNTY MENTAL HEALTH 162 E CARSON ST STE A COLUSA, CA 95932
39 CODE 01 40 VALUE CODES AMOUNT 4353 00 80 41 VALUE CODES AMOUNT 6 00

42 REV. CO	43 DESCRIPTION	44 HCPCS/RATE/HIPPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES
0124	PSYCH/2BED	2021.00		6	12126 00	
0250	PHARMACY			18	346 90	
0301	LAB/CHEMISTRY			4	1198 00	
0302	LAB/IMMUNOLOGY			1	89 00	
0305	LAB/HEMATOLOGY			1	203 00	
0309	LAB/OTHER			1	43 00	

0001 PAGE 1 OF 1 CREATION DATE 052124 TOTALS 14005 90

50 PAYER NAME COLUSA COUNTY MENTAL H 51 HEALTH PLAN ID 52 ALL INFO Y 53 PRIOR PAYMENTS Y 54 EST. AMOUNT DUE 14005 90 55 NPI 1952350944

56 INSURED'S NAME 57 P. RES. 58 INSURED'S UNIQUE ID 18 97106532D 59 GROUP NAME OTHER COUNTY M 60 INSURANCE GROUP NO

61 TREATMENT AUTHORIZATION CODES 89066490035 62 DOCUMENT CONTROL NUMBER 63 EMPLOYER NAME

64 F332 Y R45851 Y E878 N I959 N M25562 Y F410 Y F411 Y R519 Y

65 ADMIT DX F332 66 PATIENT REASON DX 67 OTHER PROCEDURE CODE 68 OTHER PROCEDURE DATE 69 OTHER PROCEDURE CODE 70 OTHER PROCEDURE DATE 71 ATTENDING NPI 1912198565 72 LAST TRUONG 73 FIRST KIET 74 OPERATING NPI 75 LAST 76 OTHER NPI 77 LAST 78 OTHER NPI 79 LAST

80 REMARKS 81 B3283Q00000X 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

Attachment: SUTTER CENTER FOR PSYCHIATRY 9.12.24 BH BOS [Revision 1] (10080 : Approve Special Claims)

~~Other Names~~
Other name

Inpatient Hospitalization Summary:

Client Name: [REDACTED] Client No.: 12324
 Name of hospital: Sutter Center for Psychiatry
 Date of admission: 05/07/2024 # of days requested: 6 (not to include DOD)
 Date of discharge: 05/13/2024

☒ Approved as requested:

Days approved: 6

☐ Approved as modified:

Days approved: _____

Days denied: _____

Dates of days denied: _____

Reason for denial explained below

☐ DENIED (Reason for denial explained below)

VALIDATING INFORMATION AND EXPLANATION:

Individual needed inpatient services to
 stabilize her mental health
 symptoms.

Signed by: [Signature] Date: 5-24-24

CA original to VL 5/24/24

BOARD APPROVAL

10/1/2024

<u>Invoice #</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
051324-NAS	BEHAVIORAL HEALTH <i>No Contract</i>	SUTTER CNTR FOR PSYCHIATRY	\$6,935.88

1.
2.
3.
4.
5.

Attachment: Board Approval 24-25 (10080 : Approve Special Claims)



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Board of Supervisors

FROM: Tiffany Jorgensen

SUBJECT: Approve the September 16, 2024 BOS Special Meeting Minutes and September 17, 2024 Regular Meeting Minutes.

Approve the September 16, 2024 BOS Special Meeting Minutes and September 17, 2024 Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Special meeting of the Board on September 16, 2024 and September 17, 2024, and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

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

ATTACHMENTS:

- 09-16-24 Special Meeting Minutes (PDF)
- 09-17-24 Minutes (PDF)

Board of Supervisors

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

**County of Colusa**

Wendy G. Tyler, CAO/Clerk to the
 Board of Supervisors/Risk Manager
 Ann Nordyke, Chief Deputy Clerk
 Patricia Rodriguez, Deputy Clerk
 Tiffany Jorgensen, Deputy Clerk
 (530) 458-0508/0509/0735
 FAX (530) 458-0510
 colusacountyca.iqm2.com
www.countyofcolusaca.gov

**COLUSA COUNTY
 BOARD OF SUPERVISORS
 Special Meeting
 Minutes**

September 16, 2024

**Board of Supervisors Conference Room
 547 Market Street
 Colusa, CA 95932**

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 16th day of September 2024 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Janice A. Bell and J. Merced Corona. Absent: Supervisor Gary J. Evans.

PERIOD OF PUBLIC COMMENT

None.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CLOSED SESSION: PUBLIC EMPLOYMENT
 California Government Code 54957(b). Title: Community Development Director.
2. EMPLOYEE PERFORMANCE EVALUATION
 California Government Code section 54957(b). Title: CAO.

Vice-Chair Smith declares a recess at 9:04 a.m. to convene in Closed Session with all Supervisors present except Supervisor Evans.

I. CLOSED SESSION/COMMUNITY DEVELOPMENT DIRECTOR

1. CLOSED SESSION: PUBLIC EMPLOYMENT
 California Government Code 54957(b). Title: Community Development Director.

COUNTY ADMINISTRATIVE OFFICE

2. EMPLOYEE PERFORMANCE EVALUATION
 California Government Code section 54957(b). Title: CAO.

Special Meeting**Monday, September 16, 2024****9:00 AM**

Vice-Chair Smith adjourned the meeting at 12:15 p.m. to reconvene in Regular Session on September 17, 2024 at the hour of 9:00 a.m.

Daurice K. Smith, Vice-Chair

Attest:

Wendy G. Tyler
Clerk to the Board of Supervisors

Attachment: 09-16-24 Special Meeting Minutes (10078 : Approve the September 16, 2024 BOS Special Meeting Minutes and September 17, 2024

Board of Supervisors

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



County of Colusa

Wendy G. Tyler, CAO/Clerk to the
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COLUSA COUNTY BOARD OF SUPERVISORS

Minutes

September 17, 2024

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 17th day of September 2024 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Kent S. Boes and Daurice K. Smith. Absent: Supervisor Gary J. Evans

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Rominger addresses concerns for road conditions at the intersection of Old Hwy 99 and County Line Road. He distributes a copy of a petition that was signed by 278 individuals who are requesting to have improvements made to this intersection.
(Handout on file in Clerk's office)

Ms. Steidlmayer speaks to the benefits of the local Measure C, which will provide funding for improvements to school facilities.

Ms. Hessong speaks to terrorist attacks, constitutional rights and elections.

REPORT OUT OF SEPTEMBER 3, 2024 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-Government Code Section 54956.9(d)(1), *Rominger v. Colusa County, et al.* In the Colusa County Superior Court, Case No. CV23899. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION-Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

3. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO. Counsel states direction given to staff with no reportable action.

REPORT OUT OF SEPTEMBER 16, 2024 SPECIAL MEETING CLOSED SESSION

1. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: Community Development Director. Counsel states direction given to staff with no reportable action.

2. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. EMPLOYEE PERFORMANCE EVALUATION
California Government Code section 54957(b). Title: CAO.

I. STAFF REPORTS

Ms. Kelly states Public Health will hold several free flu shot community clinics in the month of October and the information will be on the County website.

Ms. West gives the Board updates on the current County projects including asbestos removal in Health and Human Services, roofing project for Sites Lodoga Repeater, and modernization of the elevator at the Historic Courthouse.

Ms. Edwards distributes an election candidate filing update. She further states that there is Measure C and three school bonds on the ballot as well. She states all ballots have been designed and proofed and are being printed. She states she attended the Recorder's conference and is working on the time study for SB2 to generate revenue. She states she learned a new fee program for fraud prevention for the District Attorney. **(Handout on file in Clerk's office)**

Mr. Niederholzer introduces Preet Ahluwalia, the new Area Director/Academic Program Manager for UC Co-op Extension.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 20.

1. BOARD OF SUPERVISORS
Approve the September 3, 2024 Board of Supervisors Regular Meeting Minutes.
2. ADMINISTRATION
Authorize Board Clerk to assign County Contract No. **C24-166** to the **State of California Department of Water Resources** agreement number 4600016055 for the County of Colusa Drought Resiliency and Planning Project.
3. AG COMMISSIONER
Approve Contract No. **C24-167** agreement (No. 23-0529-005-SF) with **California Department of Food and Agriculture**, Pierce's Disease Control Program (PDCP) for Glassy-Winged Sharpshooter (GWSS), effective July 1, 2024.
4. AUDITOR
Adopt **Resolution No. 24-031** fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2024-25.

5. HEALTH AND HUMAN SERVICES
Re-approve **C24-063** 2nd Amendment (21-5065 A1) with the **California Department of Social Services (CDSS)** for adoption services on behalf of Colusa County.
6. HEALTH AND HUMAN SERVICES
Approve Contract No. **C24-168** Amendment No. 4 and Contract No. **C24-169** Amendment No. 5 to Subcontract (Agreement No. 21-007) with **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2021, and authorize County Administrative Officer to sign.
7. PUBLIC WORKS/ROAD DEPARTMENT/SOLID WASTE
Adopt **Resolution No. 24-032** authorizing the submittal of application(s) for CalRecycle Household Hazardous Waste grants for which Colusa County is eligible for.
8. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD
Approve Contract No. **C24-170** 3rd Modification with **Ramos Oil Company, dba Ramos Environmental Services** for environmental waste disposal services, effective October 1, 2024.
9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Adopt specifications and working details for Request for Bids (RFB) for procurement and installation of door access controls at Behavioral Health located at 162 E. Carson St., Colusa and authorize the Clerk to post notice of same.
10. PURCHASING AND PROCUREMENT/MAINTENANCE
Adopt specifications and working details for the Request for Bids (RFB) for the Historic Courthouse window repair located at 547 Market St., Colusa, Ca and authorize the Clerk to post notice of same.
11. PURCHASING AND PROCUREMENT/DHHS
Ratify Contract **C24-171** 1st Modification with **Precision West Telecommunications, dba Precision West Technologies**, Inc to extend the term of the contract.
12. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Ratify Contract No. **C24-172** Modification No. 2, (CCDTF1) with **Clark & Sullivan Construction and Broward Buildings, Inc., a Joint Venture** for the Colusa County Sheriff's Office jail project to update the project schedule.
13. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Pursuant to Policy 401, Section 4.2.3, ratify emergency Purchase Order 10107192024 with Sutter Buttes Communications in the amount of \$22,893.45 for the purchase of an amplified paging system for the Colusa County Sheriff's Office.
14. PURCHASING AND PROCUREMENT/PROBATION
Approve Contract No. **C24-173** with **Colusa County Office of Education** to compensate the Probation Department for time and expenses to participate in the School Attendance Review Board, effective August 1, 2024.

15. PURCHASING AND PROCUREMENT/DHHS

Ratify Contract No. **C24-174** 2nd Modification to upgrade all sinks and Contract No. **C24-175** 3rd Modification to replace pocket wall and sliding door with a bulkhead wall with swing door to close off the cab area with **Matthews Specialty Vehicles** for the MSV Series 4000WB-38 Mobile Clinic.

16. PURCHASING AND PROCUREMENT/PURCHASING

Ratify the following purchase orders for Board approved fixed asset purchases with the FY 24-25 recommended budget: purchase order number 10107292024A in the amount of \$17,005.55 for portable radios for Colusa County Office of Emergency Services, purchase order number 10107152024 in the amount of \$231,930.16 for four vehicles for Colusa County Sheriff Office and purchase order 53507222024 in the amount of \$48,581.81 for the purchase of one vehicle for the Probation Department.

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C24-176** 5th Modification with **Sierra Mental Wellness Group** for updated contract language to allow Contractor to utilize county vehicles for mobile crisis services.

18. PURCHASING AND PROCUREMENT/MAINTENANCE

Approve Contract No. **C24-177** with **Mesa Energy Systems, dba EMCOR Services** **Mesa Energy** for HVAC and equipment maintenance, effective October 1, 2024.

19. PURCHASING AND PROCUREMENT/DHSS

Re-approve Contract No. **C24-155 (No. 24-5014)** with **California Department of Social Services** for services associated with the Resource Family Approval program for complaint investigations, effective July 1, 2024.

20. TREASURER

Accept August 2024 Treasury Monthly Investment Report as presented.

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

III. HUMAN RESOURCES

1. Amend the September 3, 2024, approval of the .8 FTE (Full-Time Equivalent) allocation for the classification of Library Assistant I MSC09 (\$2,588-4,253) and Position Allocation Schedule for the Library as follows: Change a .50 FTE to an .80 FTE allocation, delete two permanent part-time allocations (.4267 and .5067 FTE), change a .40 FTE allocation to 0.2666 FTE, effective September 1, 2024.

Comments received by Ms. Rhodes and Ms. Tyler.

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

ABSENT:	Evans
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2. Approve salary range adjustments for the classifications of Fiscal Administrative Officer ("FAO") effective September 1, 2024 as follows: Fiscal Admin Officer (40 Hours) from MGT51 (\$5,875 - \$9,648) to MGT21 (\$6,239 - \$10,237) and Fiscal Admin Officer (37.5 Hours) from MGT16 (\$5,510 - \$9,045) to MGT18 (\$5,790 - \$9,504).

Comments received by Ms. Rhodes.

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

3. Adopt the job description and salary for the NEW classification of Peer Support Supervisor at salary range MSC19 (\$3,316-\$5,450 per mo.), and allocate the classification to the Miscellaneous Unit. Further, amend the Behavioral Health Department's Position Allocation Schedule (Budget Number 713) by adding a Peer Support Supervisor allocation and deleting a vacant Consumer/Family Member Services Liaison allocation, effective September 1, 2024.

Comments received by Ms. Mora.

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

4. Adopt revised Job Class Table reflecting salary range adjustments for the Air Pollution Standards Officer series and Fiscal Administrative Officer classifications, and the addition of new classification of Peer Support Supervisor, effective September 1, 2024.

Comments received by Ms. Mora.

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

IV. HEALTH AND HUMAN SERVICES

1. Presentation by Lauren Wong, Executive Director, Tri Counties Community Action Partnership (TCCAP) regarding the Community Health Assessment (CHA) and the development of a Community Health Improvement Plan (CHIP).

Comments received by Ms. Wong

V. COMMUNITY DEVELOPMENT DEPARTMENT

1. Adopt **Ordinance 837** establishing the process to determine the refund amount of Building Permit fees.

Comments received by Mr. Plucker.

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

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

<u>Invoice#</u>	<u>Fund/Dept.</u>	<u>Vendor</u>	<u>Amount</u>
950036473	Bldg & Grnds	EMCOR Services	\$710.00
950036684	Bldg & Grnds	EMCOR Services	\$832.40
9021809670	Hlth & Human Services	Williams Scotsman Inc.	\$6,497.48

Comments received by Ms. Tyler.

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

3. Approve FY 23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24200. **(4/5th vote required)**

Comments received by Ms. Moore.

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

2. Approve FY 23/24 Revenue and Appropriations Inter-Budget adjustment IB-031-IB-032. **(4/5 vote required)**

Comments received by Ms. Moore.

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

VII. SUPERVISORS' REPORTS OR COMMENTSSupervisor Bell

Meetings and functions attended:

City Council meeting
 Janus Solar Ad-Hoc meeting
 Heritage Growers Seed Facility Tour, Davis Ranch Mansion Tour
 NCWA Board meeting
 Jail Ground Breaking Ceremony
 Suicide Prevention Flag Raising Ceremony
 Employee Benefits Fair
 Tri Counties Bank Customer Appreciation Event
 Special Board meeting
 NACo High Performance Leadership Academy
 North Valley Community Foundation Presentation
 Women of NACo Bi-monthly Membership meeting
 Correspondence with Constituents
 National Recovery Month

Supervisor Corona

Meeting and functions attended:

Special Board meeting
 Jail Ground Breaking Ceremony
 Natalie's Corner Ground Breaking Ceremony
 Sierra Sac EMS JPA Board meeting
 Pierce vs. Del Paso Football Game
 Suicide Prevention Flag Raising Ceremony
 Mental Health Advisory Board meeting
 Worked the Pierce vs. Clear Lake Football game
 Constituent's call regarding purchase of County Property, road conditions
 and septic ponds issues
 Working on Fallen Officer Memorial

Supervisors Boes

Meeting and functions attended:

Jail Ground Breaking Ceremony
 Suicide Prevention Flag Raising Ceremony
 Employee Benefits Fair
 WCCD/YCCD meeting
 CETF Special Briefing
 Special Board meeting

Supervisors Daurice

Meeting and functions attended:

Budget Ad-Hoc meeting
 Agenda Review
 Colusa County Partnership/Colusa One Stop Governing Board meeting
 Special Board meeting
 Gathering items for RCRC gift basket
 Constituents concerns for road conditions on Hwy 99 and County Line
 Road

Supervisor Smith states when she attended the Partnership and One Stop meeting it was reported that they were awarded technical assistance funding for existing businesses, new business, business loans and business plans. She further states the funding will be available from October 1, 2024 through September 30, 2025 and she encourages that businesses take advantage of this opportunity.

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the final budget will be released later this week and is scheduled to be on the October 1, 2024 Agenda at 1:30 p.m. She further states there will be a significant discussion regarding what the budget looks like this year, the efforts that have gone into having a balanced budget, what was required to do this and what we need to do looking forward.

Vice-Chair Smith declares a recess at 10:21 a.m. to convene in Closed Session.

IX. CLOSED SESSION/COUNTY COUNSEL

1. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: CAO.

Vice-Chair Smith adjourned the meeting at 11:11 a.m. to reconvene in Regular Session on October 1, 2024 at the hour of 9:00 a.m.

Daurice K. Smith, Vice-Chair

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

BY _____
Patricia Rodriguez, Deputy Clerk



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Approve letter in response to the 2023-24 Civil Grand Jury Report

Approve letter in response to the 2023-24 Civil Grand Jury Report

Detailed Description/Background of request

The 2023-2024 Colusa Grand Jury Final Report was provided to the County on July 25, 2024. California Penal Code section 933 requires that the governing body of a public agency shall provide comments to the Presiding Judge of the Superior Court on any findings or recommendations that fall within the control of the governing body within 90 days of receiving the Report.

Prior Board Action

8/6/24 - Acknowledged receipt of Report an assigned Supervisors to craft response for Board consideration.

Fiscal Impact/Funding Source

None

Action for the Clerk

Obtain signature, and deliver to court as well as all ccs

ATTACHMENTS:

- BOS Response (DOC)
- Jail Inspection Report (PDF)
- Bear Valley-Indian Valley Fire Report (PDF)

JOSE MERCED CORONA,
DISTRICT I
DAURICE K. SMITH, DISTRICT II
VICE-CHAIR
KENT S. BOES, DISTRICT III,
GARY J. EVANS, DISTRICT IV,
CHAIR
JANICE A. BELL, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS

547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510

boardclerk@countyofcolusaca.gov

October 1, 2024

The Honorable Elizabeth Ufkes Olivera
Presiding Judge
Colusa County Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to the 2023-2024 Civil Grand Jury Final Report

Dear Judge Olivera:

The Board of Supervisors is pleased to provide a response to the 2023-2024 Civil Grand Jury Final Report.

Report #2 – Bear Valley Indian Valley Fire Protection District

Finding No. 3: The Grand Jury finds that the Colusa County Public Works Department is working to address the two nonoperational fire hydrants located at the Grange hall and Catholic Church in Stonyford.

We agree with this finding. As of the writing of this response the hydrants have been repaired.

Finding No. 4: The Grand Jury finds that the community of Stonyford's water system is aging and in need of extensive repair to ensure water supply reliability for emergency response and local community needs.

We agree with this finding.

Finding No. 6: The Grand Jury finds that there is limited law enforcement coverage in the Bear and Indian Valley due to the difficulty in recruiting a resident Sheriff's Deputy in Stonyford causing challenges for BVIVFPD in responding to calls that require law enforcement.

We agree with this finding.

Attachment: BOS Response (10098 : Response to 2023-24 Civil Grand Jury Report)

Finding No. 7: The Grand Jury Finds that the Colusa County Sheriff's Office is performing in a highly professional and efficient manner working with limited resources and staff at its disposal to provide as much law enforcement coverage to the Bear and Indian Valley area as possible.

We agree with this finding.

Recommendation No. 1: The Grand Jury recommends that Colusa County conduct a review of the County Service Area 2 water system to identify infrastructure deficiencies that could affect water supply reliability and delivery for emergency response and local community needs to be completed by the end of 2024.

The recommendation will be implemented. It is the intention of the County to pursue a grant funding source to cover the cost of a study for BOTH County Service Areas in the western portion of the county. There is a significant amount of work that goes into writing a successful grant application, and unfortunately, due to the existing rate structures in the CSAs, it is highly unlikely that we will be successful. However, we will continue this effort until such time as we are.

Recommendation No. 2: The Grand Jury recommends that Colusa County conduct a review of the existing rate structure for the County Service Area 2 water system and make any appropriate or necessary adjustments to ensure that there are adequate resources available to fund critical repairs, necessary upgrades, and long-term maintenance for the water system. The County should also look at other potential sources of funds, including federal or state grant programs that may be available for these purposes.

This recommendation will be implemented. It is the intention of the County to pursue a grant funding source to cover the cost of a rate study for BOTH County Service Areas in the western portion of the county. However, this study would have to include the data from the studies recommended under Recommendation No. 1, in order to have a truly accurate rate to make the system sustainable both operationally and fiscally.

Recommendation No. 5: The Grand Jury recommends that the BVIVFPD work in coordination with the Colusa County Sheriff's Office to develop a plan to address the limited law enforcement support for BVIVFPD services calls while the Stonyford Resident Deputy position remains unfilled.

This recommendation will be implemented, as staffing levels in the Sheriff's Office permit. The Sheriff's Office will continue to have discussions with the District and provide input as to strategies that will assist them in providing services.

Recommendation No. 6: The Grand Jury recommends that the Colusa County Sheriff's Office continue to take proactive efforts to recruit, hire and retain a Stonyford Resident Deputy, and in the interim continue to find ways, given its limited resources and staff, to increase law enforcement presence in the Bear Valley/Indian Valley area.

This recommendation has been implemented. The Sheriff's Office in conjunction with County Human Resources works diligently to recruit law enforcement personnel. It is unfortunate that small, rural law enforcement agencies struggle to compete with larger urban areas for desperately needed staff.

Report #3 - Inspection of Colusa County Jail

Finding No. 1: The Grand Jury finds that the Colusa County Jail administration and staff are operating the facility in an efficient and professional manner.

We agree with this finding, and commend the correctional administration and staff for their diligence.

Finding No. 2: The Grand Jury finds that while the Jail is currently functional, the outdated facilities and aged infrastructure does not meet modern correctional facility standards due to its design and layout, which poses a potential safety risk to inmates and staff.

We agree with this finding. The new jail project has been supported by the Board since inception in 2013..

Finding No. 3: The Grand Jury finds that the Jail is in compliance with its annual inspections and maintains an appropriate safety plan for all Jail staff and inmates.

We agree with this finding, and commend the correctional staff and officers for their diligence.

Finding No. 4: The Grand Jury finds that the current educational program could benefit from additional educational offerings and technology for the inmates.

We agree with this finding. There are always new things that can be learned.

Recommendation No. 1: The Grand Jury recommends that the County of Colusa continue to move forward as quickly as possible the existing plan to construct a new, modern jail that incorporates up-to-date facilities, technology, inmate housing, and safety features.

This recommendation has been implemented. The construction project has seen significant progress in the past year, and on September 5, 2024, broke ground, with an expected completion date of April 2026. This new facility will incorporate all the details reflected in the recommendation.

Recommendation No. 2: The Grand Jury recommends that the Jail invest more resources into its educational programing, including expanding the use of computer technology, to provide a more substantive level of educational options for inmates.

This recommendation will be implemented. With the completion of the new jail there will be additional space, as well as technology improvements to provide increased inmate programming and educational offerings that we are unable to provide in the current facility due to its age and construction type. Until that time, the Jail Commander in collaboration with partner agencies will continue to ensure as many educational opportunities as are feasible are available to inmates.

Recommendation No. 3: The Grand Jury recommends that the Jail Staff conduct regular reviews of the contracted meal service program to identify potential improvements, including soliciting feedback from inmates.

This recommendation will be implemented to the extent Jail staff resources are available to devote to review of the meal program and solicit inmate feedback. It should be noted that there is a grievance procedure already in place where inmates can lodge complaints/concerns regarding their meals.

Respectfully submitted.

Gary J. Evans, Chair
Colusa County Board of Supervisors

cc: Sheriff Joe Garofalo
Michael Azevedo, Public Works Director
Bear Valley-Indian Valley Fire Protection District



Colusa County Civil Grand Jury
PO Box 715
Colusa, CA 95932
Phone (530) 458-0431

June 26, 2024

Ms. Wendy Tyler, County Administrative Officer
County of Colusa
925 Bridge Street
Colusa, CA 95932

**Re: Enclosed Report: 2023-2024 Colusa County Grand Jury Final Report – Report #3
Colusa County Jail Inspection.**

Dear Ms. Tyler,

On behalf of the 2023-2024 Colusa County Grand Jury, I am providing to you the following report or portions thereof:

2023-2024 Colusa County Grand Jury Final Report – Report #3 Colusa County Jail Inspection.

The report will be released to the public on **June 28, 2024**. This report is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (f), which provides:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

It is very important that you comply with this confidentiality requirement.

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

Attachment: Jail Inspection Report (10098 : Response to 2023-24 Civil Grand Jury Report)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. **All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury.**

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of Penal Code section 933.05 state:

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following:
 - (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation.**
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**

- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is neither helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to the Honorable Elizabeth Ufkes Olivera, Presiding Judge, Colusa Superior Court, 532 Oak Street Colusa, CA 95932, with a copy to the Grand Jury, within the time period provided in subdivision (c) of Penal Code section 933 (see above).

Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,



Kevin Spesert
Foreperson, 2023-2024 Colusa County Grand Jury

INSPECTION OF THE COLUSA COUNTY JAIL

SUMMARY

The Colusa County Grand Jury (Grand Jury) participated in an inspection of the Colusa County Jail (Jail) with the Jail's operations team on March 20, 2024. The Jail is operating to current Board of State and Community Corrections (BSCC) standards, which sets the guidelines for recreation, food, and healthcare for inmates. The Jail facilities are outdated and present a potential safety risk to both inmates and staff. However, these issues will be addressed with the construction of the new jail facility. The Grand Jury has prepared this report summarizing the findings of our Jail inspection and recommendations.

BACKGROUND

The Grand Jury is authorized to visit and inquire into the conditions of any public jail within the county, as outlined in Section 919 (a) and 919 (b) of the California Penal Code. Inspecting the safety and security in jails are the Grand Jury's priorities along with ensuring inmates are treated in a safe and humane manner. The BSCC is a state regulatory agency that establishes and oversees standards for the construction, operation, and administration of the county detention facilities. The Jail houses a maximum of 92 inmates, and the inmate population at the time of our inspection was 58. The existing layout and infrastructure of the Jail is not up to current detention facility standards and may create safety risks to inmates and Jail staff. Construction of a new jail facility is planned to start in the Spring of 2024 and will take between 15-18 months to complete.

METHODOLOGY

Information for this investigation was sourced from the following:

- Grand Jury Committee tour of the Jail facility
- Interviews with the County's Jail administration and staff
- Review of jail inspections conducted by the California Board of State and Community Corrections (BSCC)
- Fire, health, and safety inspection reports
- Past Colusa County Grand Jury reports
- Documents concerning jail services available to inmates provided by the Jail
- Colusa County website (www.countyofcolusa.org)
- American Correctional Association (<https://www.aca.org/>)
- California Grand Jurors Association (<https://cqja.org/>)
- Title XV operating standards
- Colusa County Grand Jury Procedures Manual

DISCUSSION

Pre-Inspection Interview

On December 14, 2023, the Grand Jury members and Jail administration held an introductory meeting. The meeting served to acquaint the Grand Jury with the overall operations of the Jail. At the time of the pre-inspection interview there were 52 inmates in the facility.

During the pre-inspection interview, the issues of staffing, jail facilities, general jail operations, inmate services, and food were discussed.

Grand Jury Jail Inspection Tour

On March 20, 2024, the Grand Jury conducted an inspection tour of the Jail. The Grand Jury was interested in how an inmate is processed through the jail – which was the focus of the in-person tour of the facility.

The inspection included touring the Jail's in-processing area, housing units, food storage area and kitchen, recreation area, educational programming rooms, medical office, laundry, and the Jail staff breakroom and commissary storeroom.

At the time of the March 20th inspection tour, there were 58 inmates housed at the jail, including 12 female and 4 Federal inmates.

Meal Program and Food Facilities

Trinity Services Group, Inc. (Trinity) provides the contract food service for the jail. Jail staff indicated that they were overall pleased with the service that Trinity has provided to date. The jail staff noted that the existing food service contract expires in 2024.

Inmates are served three meals per day, including one hot meal which is typically the dinner meal. Inmates may obtain jobs working in the jail kitchen and work with Trinity Chefs to prepare the meals. Inmates that have special dietary requirements are given meals that reflect those diets. Meal planning and preparation are developed in collaboration with the Nursing staff, Jail administration and the Trinity Services Chefs.

Inmates can supplement the jail provided meals with orders from the Commissary. These items can be ordered by the inmate or their family. Orders placed by Sunday evening are delivered directly to the inmate on Tuesday. There is a \$150.00 per week limit on commissary orders per inmate.

Recreation Program

The recreation section of the Jail is very small and offers very little space to provide adequate recreation space for inmates. The recreation space is a small square courtyard surfaced entirely with asphalt. The Jail is required to provide three (3) hours of recreation time per week, but it does provide a general recreation time each day. Each inmate is offered a specific time; however, the inmate may request an alternate time which jail staff make efforts to accommodate. The construction of the new jail facility will have additional recreation yards that are larger and more functional than those at the current facility.

Education Program

The Jail's educational facilities include a classroom and a well-stocked library. The educational program is staffed by a teacher from the Colusa County Office of Education who provides educational services to inmates on a voluntary basis. The educational programs include High School Diploma and GED programs, literacy programs, as well as other "life skills" training programs that can benefit the inmate when they transition out of the jail. The jail staff noted that outside organizations (i.e. religious, substance abuse, etc.) have provided educational programs in the jail in the past but since the COVID-19 pandemic those services have been limited due to the outside agencies limited ability to staff the programs.

The Jail's classroom or library does not currently have computer access to support the educational program, however the new jail may include infrastructure to allow for tablet access for inmates to support the Jail's educational programs.

The Jail Staff notes that the COVID-19 pandemic hampered a lot of the Jail's educational programing and that it has taken awhile to get the program back up and running. They also noted that the Sheriff's Office tries to make their graduations a family event and celebration for the inmates who successfully complete a High School Diploma or GED program.

Medical Services

Onsite medical services are provided by Wellpath through a contract with Colusa County. There is currently one (1) full-time Registered Nurse (RN) who provides primary medical services for the inmates and a part time Licensed Vocational Nurse (LVN). Nursing staff have an on-call doctor available for consultation and medical directives (there is no doctor on-site). If inmates need additional treatment the Jail cannot provide onsite, they are transported to the local hospital located in the County. If the medical conditions require a higher level of care than available locally, they can be taken to nearby emergency medical centers. Psychological services are provided by the Colusa County Behavioral Health Services on an as-needed basis.

The current medical facilities in the Jail are very small and are a significant challenge for the medical staff to provide services to the inmates. The new jail will include medical facilities that are better suited to providing these medical services.

New Jail Project Update

The start of construction of the new Colusa County Jail is still currently pending. As of the date of the grand jury's jail inspection, the design for the new jail is 90% completed and the plans have been submitted to the State Fire Marshal for final approval. Once final approval is obtained, the design can be finalized and construction on the new jail can start. Construction is projected to start in late Spring of 2024 and it is expected to take between 15-18 months to complete.

The new jail will be located behind the current jail and is being designed to house a maximum of 96 inmates. It is anticipated that once the new jail is constructed, the current jail would not be used for housing inmates but utilized for other jail related operational uses.

The latest cost estimate for the project is approximately \$35 million, which is significantly higher than the original estimate. This increase is due to project delays, current market conditions for building supplies, and current inflation.

Jail administration noted that they have bi-weekly design team meetings to stay on top of the project's design, discuss options to reduce costs, and work to address state agency comments on the design and construction.

FINDINGS

- F1. The Grand Jury finds that Colusa County Jail administration and staff are operating the facility in an efficient and professional manner.
- F2. The Grand Jury finds that while the Jail is currently functional, the outdated facilities and aged infrastructure does not meet modern correctional facility standards due to its design and layout, which poses a potential safety risk to inmates and staff.
- F3. The Grand Jury finds that the Jail is in compliance with its annual inspections and maintains an appropriate safety plan for all Jail staff and inmates.
- F4. The Grand Jury finds that the current educational program could benefit from additional educational offerings and technology for the inmates.

RECOMMENDATIONS

- R1. The Grand Jury recommends that the County of Colusa continue to move forward as quickly as possible the existing plan to construct a new, modern jail that incorporates up-to-date facilities, technology, inmate housing, and safety features.
- R2. The Grand Jury recommends that the Jail invest more resources into its educational programing, including expanding the use of computer technology, to provide a more substantive level of educational options for inmates.
- R3. The Grand Jury recommends that the Jail Staff conduct regular reviews of the contracted meal service program to identify potential improvements, including soliciting feedback from inmates.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05:

From the following individuals and governing bodies:

Colusa County Sheriff:

- o Findings F1, F2, F3, F4

- o Recommendations R1, R2, R3

Colusa County Board of Supervisors:

- o Finding F1, F2, F3, F4
- o Recommendations R1, R2, R3

INVITED RESPONSES

The following responses are invited from the following individual:

Lieutenant - Correctional Services, Colusa County Sheriff's Department:

- o Findings F1, F2, F3, F4
- o Recommendations R1, R2, R3

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

This report on the Colusa County Jail is issued by the full 2023-2024 Grand Jury with the exception of one (1) juror who recused themselves of this investigation. The one (1) Grand Juror was excluded from all parts of the investigation, including interviews, deliberations and the authoring and acceptance of this report.



Colusa County Civil Grand Jury
 PO Box 715
 Colusa, CA 95932
 Phone (530) 458-0431

June 26, 2024

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

Re: Enclosed Report: 2023-2024 Colusa County Grand Jury Final Report – Report #2 Bear Valley Indian Valley Fire Protection District.

Dear Ms. Tyler,

On behalf of the 2023-2024 Colusa County Grand Jury, I am providing to you the following report or portions thereof:

2023-2024 Colusa County Grand Jury Final Report – Report #2 Bear Valley Indian Valley Fire Protection District.

The report will be released to the public on **June 28, 2024**. This report is being provided to you in advance of its general release pursuant to Penal Code section 933.05, subdivision (f), which provides:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. **No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.**

It is very important that you comply with this confidentiality requirement.

The Penal Code also prescribes the obligations of a governing board or elected county official with regard to responding to the grand jury's findings and recommendations. Specifically, if the report contains one or more recommendations directed to you as an elected county official, or to the governing board of which you are a member, you must respond to those recommendations and to the supporting findings, as directed in the report.

The time within which to respond is prescribed by subdivision (c) of Penal Code section 933, which states in relevant part:

Attachment: Bear Valley-Indian Valley Fire Report (10098 : Response to 2023-24 Civil Grand Jury Report)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. **All such comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury.**

The Penal Code also prescribes the content of your responses. Subdivisions (a) through (c) of Penal Code section 933.05 state:

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed **and shall include an explanation of the reasons therefor.**
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following:
 - (1) The recommendation has been implemented, **with a summary regarding the implemented action.**
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, **with a time frame for implementation.**
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, **and a time frame for the matter to be prepared for discussion** by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, **with an explanation therefor.**

- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the department head and the board of supervisors shall respond if requested by the grand jury, but the response to the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Please be aware that your responses will be a matter of public record and widely read by both community members and local media. Therefore, it is important that your responses be as clear and specific as possible. A response that is vague, does not provide a clear explanation of any action that has or will be taken, or that does not include a specific time frame for implementation, is neither helpful nor legally sufficient. Furthermore, if a response does not comply with the applicable provisions of the California Penal Code, you may be directed by the presiding judge to provide an amended response.

Please send your response addressed to the Honorable Elizabeth Ufkes Olivers, Presiding Judge, Colusa Superior Court, 532 Oak Street Colusa, CA 95932, with a copy to the Grand Jury, within the time period provided in subdivision (c) of Penal Code section 933 (see above).

Thank you for your cooperation in providing a meaningful and timely response.

Sincerely,



Kevin Spesert
Foreperson, 2023-2024 Colusa County Grand Jury

BEAR VALLEY – INDIAN VALLEY FIRE PROTECTION DISTRICT

SUMMARY

The Colusa County Grand Jury (Grand Jury) conducted a review of the Bear Valley-Indian Valley Fire Protection District (BVIVFPD) in Stonyford. The Grand Jury's comprehensive investigation examined the BVIVFPD's operations, finances, staffing, recruitment, training, and coordination with other local and regional agencies. The Grand Jury found there is an immediate concern regarding the area's aging water system infrastructure and its effect on the reliability of water for emergency use, the lack of new volunteers, and challenges related to limited law enforcement presence in the area due to law enforcement resources and staffing challenges.

BACKGROUND

The BVIVFPD service area covers approximately 270 square miles and includes the communities of Stonyford and Lodoga. The main facility is located at 5122 East Park Road, Stonyford, California 95979. A sub-station is located at 271 Quail Street, Lodoga, California (within Century Ranch). In addition, a medical team equipped with foam used for fire suppression is stationed East of Lodoga.

THE BVIVFPD operates in collaboration with Cal Fire under a Mutual Assistance Agreement. They also have active mutual assistance agreements with Maxwell and Williams Fire Departments for assistance when requested. BVIVFPD operates 9 trucks, 2 medical pickups and 1 ATV ranging in age of 6 to 26 years old. All equipment is well maintained and ready to respond at any time.

The mission statement for the BVIVFPD states:

"It shall be the mission of the Bear Valley-Indian Valley Fire Authority to serve and protect the citizens of the Bear Valley-Indian Valley Fire Protection District from all disasters, natural or manmade. To respond to all calls at all hours of the day or night with the highest professional level of service".

Some of the essential services they provide are:

Fire Suppression: The district responds to fires, including structure fires, wildfires, and vegetation fires. Their trained firefighters work diligently to control and extinguish flames, protecting lives and property.

Emergency Medical Services (EMS): In addition to firefighting, the department provides basic medical assistance. Their personnel are often the first responders to medical emergencies, administering first aid, CPR, and stabilizing patients until professional medical help arrives.

Search and Rescue: The Bear Valley-Indian Valley Fire Protection District assists in search and rescue operations. Whether it's locating lost hikers, helping stranded motorists, or responding to other emergencies, they play a crucial role in saving lives.

The main facility appears to be adequate for the operations. Equipment maintenance is an absolute priority in order to keep the fleet ready and able to respond to emergencies. The majority of the department's revenue comes from Proposition 172, the Local Public Safety Protection and Improvement Act, which imposed a half cent sales tax throughout the state to provide funding for public safety services. The department budget is approximately \$85,000-\$90,000 per year. Half of those funds are used for insurance, and the other half for operations. If BVIVFPD was to lose the Prop 172 funding, they would not be able to continue operations.

The BVIVFPD is an all-volunteer organization with 18 current members, consisting of 5 board members, 1 fire chief, 1 assistant fire chief, 1 training officer, 2 captains, 1 medical captain, 11 firefighters, 4 reserves, and 1 chaplain (some volunteers fill two roles). Board members are elected to 4-year terms by voters who reside in their district. Volunteers are recruited by word of mouth, are subject to a background check, and have a six-month probationary period. Their membership is aging, and volunteers are desperately needed. The current members are trained and certified and are ready to respond to calls within their jurisdiction as well as to assist other local fire departments in times of need.

The BVIVFPD responds to an average of 10-15 fire calls and 60-75 medical calls per year. BVIVFPD stated that they are not in a high fire area.

METHODOLOGY

Information for this investigation was sourced from the following:

- Grand Jury tour of BVIVFPD facilities and equipment demonstrations.
- Interviews with BVIVFPD administration, board members and volunteer staff.
- BVIVFPD Standard Operation Procedures Manual.
- BVIVFPD Policies and Bylaws.
- BVIVFPD Staff and Board of Directors meetings agendas and minutes.
- BVIVFPD website (<https://www.bearvalleyindianvalleyfireprotectiondistrict.com>).
- California Grand Jurors Association (<https://cgja.org/>).

DISCUSSION

The Grand Jury conducted a review of the BVIVFPD in Stonyford. The Grand Jury decided to examine the operations of the BVIVFPD as there had not been a Grand Jury review of the agency in recent years. The investigation looked into BVIVFPD responsibilities, boundaries, operational policies, safety, training, equipment, and coordination with other agencies.

During the course of the investigation, the Grand Jury was made aware of BVIVFPD's concerns regarding two non-functioning fire hydrants in the community of Stonyford located near the Grange Hall and the Catholic Church. BVIVFPD noted that the non-functioning hydrants could pose a significant challenge to the BVIVFPD's ability to respond to a fire. BVIVFPD further stated that it had notified the Colusa County Public Works Department that the hydrants need to be repaired and that BVIVFPD has discussed the issue with the County but the hydrants had not yet been repaired.

There are currently nine (9) fire hydrants located in the community of Stonyford. The fire hydrants are fed by the community's existing potable water supply system, County Service Area 2, which is governed by the Colusa County Board of Supervisors and operated and maintained by the Colusa County Public Works Department.

The water system in the community of Stonyford was constructed in 1979. There are 52 water connections in the community that are billed monthly for water service. The system is aging and there are significant challenges to the long-term maintenance and operation of the system. Maintenance and operation funding for the water system is generated in part from the revenue received from current water users in Stonyford, however that revenue does not fully cover the cost of maintaining or operating the water system. To cover the short fall, money from the County General Fund is used, or when available, grant funds are used. The monthly fee for water service to the community of Stonyford is \$45.58 per month which was established by the Colusa County Board of Supervisors in 2004 and the rates have not been adjusted since that time.

During the course of the investigation, the Grand Jury was made aware that the two fire hydrants in question were operational but were disconnected by Colusa County because the pipes leading to the fire hydrants were leaking. Colusa County noted that the pipes leading to the two hydrants have required numerous repairs over the past several years and identified that the leaking is likely from the systems aging infrastructure coupled with the use of the hydrants for non-fire emergency activities.

Colusa County noted that it was working to address the issues with the two hydrants and at the time of this report's publication, the hydrant at the Grange Hall was operational and the one at the Catholic Church was undergoing repairs.

There is a severe lack of new volunteers joining the BVIVFPD. The current members are aging, and there is a need for new volunteers. Currently, the district uses their website, word of mouth, and they have developed a Facebook page to help with recruitment. The fear is if volunteers don't come forward, and as the current members age out, the fire department may lose the ability to continue to provide needed fire protection and medical response services. If this were to occur, Cal Fire may need to assume these responsibilities.

Responding to emergency calls that require the presence of law enforcement is a challenge for the BVIVFPD. The BVIVFPD has had incidents where they responded to calls that required law enforcement support for the safety of fire department personnel. Because law enforcement was not available, and in order to protect their members, they left the scene and advised dispatch that they would return if needed, or when law enforcement arrived.

Currently there is limited law enforcement coverage in the Ladoga/Stonyford area and response times to the area can be 45 minutes to 1 hour. The Colusa County Sheriff's Office has faced challenges in filling the Resident Deputy position for several years. Efforts have been made to actively recruit candidates including increasing the residential pay incentive. The Sheriff's Office have received applications for the position over the last several years, however none of the applicants have successfully completed the hiring process. At the time of this report, the position remains unfilled.

Patrol operations and service calls in the Stonyford area are generally covered by the Maxwell deputy or, when staffing permits, a deputy is sent to the Stonyford area to patrol. Deputies are directed to remain in the area and conduct patrols for extended periods during services calls that do not require an immediate return to the valley.

Additionally, the Sheriff's Office conducts boating patrols in the area and at East Park Reservoir on the weekends during the spring and summer months, and an Off Highway Vehicle Team consisting of one patrol unit with two deputies on designated weekends during the spring, fall and winter months.

During special events and holidays such as the Stonyford Rodeo Weekend, Memorial Day, Fourth of July, and Labor Day, two-person units are deployed for day and night patrols, it is common to have six or more deputies assigned to the area during these events.

FINDINGS

- F1.** The Grand Jury finds that the BVIVFPD is a well-run agency that makes the most out of its limited resources to provide essential public safety services to the communities in the Bear and Indian Valley.
- F2.** The Grand Jury finds that BVIVFPD volunteer firefighters are well trained, professional, and dedicated to serving their community.
- F3.** The Grand Jury finds that the Colusa County Public Works Department is working to address the two nonoperational fire hydrants located at the Grange Hall and Catholic Church in Stonyford.
- F4.** The Grand Jury finds that the community of Stonyford's water system is aging and in need of extensive repair to ensure water supply reliability for emergency response and local community needs.
- F5.** The Grand Jury finds there is a severe lack of new volunteers joining the BVIVFPD, creating potential staffing issues that could impact BVIVFPD ability to respond to future emergencies.
- F6.** The Grand Jury finds that there is limited law enforcement coverage in the Bear and Indian Valley area due to the difficulty in recruiting a resident Sheriff's Deputy in Stonyford causing challenges for BVIVFPD in responding to calls that require law enforcement support.
- F7.** The Grand Jury finds that the Colusa County Sheriff's Office is performing in a highly professional and efficient manner working with limited resources and staff at its disposal to provide as much law enforcement coverage to the Bear and Indian Valley area as possible.

RECOMMENDATIONS

- R1.** The Grand Jury recommends that Colusa County conduct a review of the County Service Area 2 water system to identify infrastructure deficiencies that could affect water supply reliability and delivery for emergency response and local community needs to be completed by the end of 2024.

- R2.** The Grand Jury recommends that Colusa County conduct a review of the existing rate structure for the County Service Area 2 water system and make any appropriate or necessary adjustments to ensure that there are adequate resources available to fund critical repairs, necessary upgrades, and long-term maintenance for the water system. The County should also look at other potential sources of funds, including federal or state grant programs, that may be available for these purposes.
- R3.** The Grand Jury recommends that the BVIVFPD continues to reach out to the public on their Facebook page, highlighting current firefighters (i.e.: Fire Fighter of the month), inviting the public to open house events, which may strengthen community relationships with the fire department.
- R4.** The Grand Jury recommends the department highlight additional ways community members might volunteer, based on their individual abilities (i.e.: office support, radio support, logistics, etc.).
- R5.** The Grand Jury recommends that the BVIVFPD work in coordination with the Colusa County Sheriff's Office to develop a plan to address the limited law enforcement support for BVIVFPD service calls while the Stonyford Resident Deputy position remains unfilled.
- R6.** The Grand Jury recommends that the Colusa County Sheriff's Office continue to take proactive efforts to recruit, hire and retain a Stonyford Resident Deputy, and in the interim continue to find ways given its limited resources and staff to increase law enforcement presence in the Bear Valley/Indian Valley area.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05

From the following individuals and governing bodies:

BVIVFPD:

- Finding F1, F2, F3, F4, F5, R6, R7
- Recommendations R1, R2, R3, R4, R5, R6

Colusa County Board of Supervisors:

- Finding F3, F4, F6, F7
- Recommendation R1, R2, R5, R6

Colusa County Sheriff's Office:

- Finding F6, F7
- Recommendation R5, R6

INVITED RESPONSES

Colusa County Public Works Director:

- Finding F3, F4
- Recommendation R1, R2

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

This report on the Bear Valley/Indian Valley Fire Protection District is issued by the full 2023-2024 Grand Jury. No Grand Juror recused themselves from the investigation.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: CLOSED SESSION: PUBLIC EMPLOYMENT California
Government Code 54957(b). Title: Community
Development Director.

CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Community Development Director.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED
LITIGATION Significant exposure to litigation pursuant to
Government Code Section 54956.9 (d)(2): One matter.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2):
One matter.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: 1:30 p.m. Public Hearing to consider proposals for revisions to the County of Colusa FY 2024-25 Recommended Budget.

1:30 p.m. Public Hearing to consider proposals for revisions to the County of Colusa FY 2024-25 Recommended Budget.

Detailed Description/Background of request

Pursuant to Governmental Code Section 29080 et seq. the Board must conduct a public hearing to allow opportunity for input on the proposed revisions to the Recommended County of Colusa Fiscal Year 2024-25 Budget. This hearing may be continued from day to day until completed, but shall not exceed a total of fourteen calendar days. The Final Budget must be adopted no later than October 2nd.

The attached memo (which is part of the Budget Book) contains a bit of an overview and update. For full details on individual budget units please refer to the FY 2024-25 Final Budget packet which may be found at:

www.countyofcolusaca.gov/779/County-Budgets

or in the hard copy book on file at the Office of the Clerk of the Board.

Following the public hearing the Board has several resolutions to consider for adoption.

Prior Board Action

Approved Fiscal Year 2024-25 Recommended Budget on June 18, 2024.

Fiscal Impact/Funding Source

The Final Budget as proposed is \$161,254,372

Action for the Clerk

None.

ATTACHMENTS:

- Notice of Public Hearing - 24-25 Final Budget (DOCX)

Action Item (ID # 10016)

Meeting of October 1, 2024

- Proof 24-25 Budget(PDF)
- REVISED Proof 24-25 Budget Hearing (PDF)
- Final Budget Memo - FINAL (PDF)

PIONEER REVIEW: Please publish on Friday, August 30, 2024.
 POSTED: At the Colusa Courthouse on Friday, August 16, 2024.

NOTICE OF PUBLIC HEARING
 COUNTY OF COLUSA
 FISCAL YEAR 2024-2025 BUDGET

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will meet for the purpose of conducting a Public Hearing for the Recommended County of Colusa Fiscal Year 2024-2025 Budget on September 17, 2024 at 1:30 p.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA. The Hearing may be continued from day to day with final adoption and close of the hearing no later than October 3, 2024. Within the scheduled Public Hearing the Board will also hear comments on the Fiscal Year 2024-25 Budget of the Air Pollution Control District, The Colusa County Flood Control and Water Conservation District, the Colusa County Service #1 (Century Ranch), and Colusa County Service Area #2 (Stonyford), and the In Home Supportive Services Public Authority. The Board of Supervisors will sit as the governing body of each of the respective entities. Any member of the public may appear at the hearing and be heard regarding any item in the recommended budget or for the inclusion of additional items.

Pursuant to Government Code Section 29080 all proposals for revisions shall be submitted in writing to the Clerk of the Board of Supervisors before the close of the Public Hearing. Recommended budget documents will be available to members of the public for viewing at the Office of the Board of Supervisors on September 6 2024 or on the County website www.countyofcolusa.com. If you have any questions please call (530) 458-0508. Written comments or proposals may be submitted to the following:

Clerk of the Board of Supervisors
 547 Market Street, Suite 102
 Colusa, CA 95932
boardclerk@countyofcolusaca.gov

Dated: August 13, 2024

By: _____
 Ann Nordyke, Chief Deputy Clerk

**NOTICE OF PUBLIC HEARING
COUNTY OF COLUSA
FISCAL YEAR 2024-2025 BUDGET**

NOTICE IS HEREBY GIVEN THAT the Colusa County Board of Supervisors will meet for the purpose of conducting a Public Hearing for the Recommended County of Colusa Fiscal Year 2024-2025 Budget on September 17, 2024 at 1:30 p.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA. The Hearing may be continued from day to day with final adoption and close of the hearing no later than October 3, 2024. Within the scheduled Public Hearing the Board will also hear comments on the Fiscal Year 2024-25 Budget of the Air Pollution Control District, The Colusa County Flood Control and Water Conservation District, the Colusa County Service #1 (Century Ranch), and Colusa County Service Area #2 (Stonyford), and the In Home Supportive Services Public Authority. The Board of Supervisors will sit as the governing body of each of the respective entities. Any member of the public may appear at the hearing and be heard regarding any item in the recommended budget or for the inclusion of additional items.

Pursuant to Government Code Section 29080 all proposals for revisions shall be submitted in writing to the Clerk of the Board of Supervisors before the close of the Public Hearing. Recommended budget documents will be available to members of the public for viewing at the Office of the Board of Supervisors on September 6 2024 or on the County website www.countyof-colusa.com. If you have any questions please call (530) 458-0508. Written comments or proposals may be submitted to the following:

Clerk of the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusaca.gov
Dated: August 13, 2024

By: ORIGINAL SIGNED
Ann Nordyke, Chief Deputy Clerk 08/30/2024 · CCPR

**REVISED
NOTICE OF PUBLIC HEARING
COUNTY OF COLUSA
FISCAL YEAR 2024-2025 BUDGET**

NOTICE IS HEREBY GIVEN THAT the previously noticed Public Hearing of the Colusa County Board of Supervisors for the purpose of adopting the Recommended County of Colusa Fiscal Year 2024-2025 Budget on September 17, 2024 at 1:30 p.m. has been **rescheduled to OCTOBER 1, 2024, at 1:30 p.m.**, in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA. The Hearing may be continued from day to day with final adoption and close of the hearing no later than October 2, 2024. Within the scheduled Public Hearing the Board will also hear comments on the Fiscal Year 2024-25 Budget of the Air Pollution Control District, The Colusa County Flood Control and Water Conservation District, the Colusa County Service #1 (Century Ranch), and Colusa County Service Area #2 (Stonyford), and the In Home Supportive Services Public Authority. The Board of Supervisors will sit as the governing body of each of the respective entities. Any member of the public may appear at the hearing and be heard regarding any item in the recommended budget or for the inclusion of additional items.

Pursuant to Government Code Section 29080 all proposals for revisions shall be submitted in writing to the Clerk of the Board of Supervisors before the close of the Public Hearing. Recommended budget documents are available to members of the public for viewing at the Office of the Board of Supervisors or on the County website www.countyofcolusaca.gov. Revisions to the Recommended Budget shall be available by September 30, 2024 at those same locations. If you have any questions please call (530) 458-0508. Written comments or proposals may be submitted to the following:

Clerk of the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
boardclerk@countyofcolusaca.gov

Dated: August 28, 2024

By: ORIGINAL SIGNED
Ann Nordyke, Chief Deputy Clerk 09/20/2024 · CCPR



OFFICE OF THE COUNTY ADMINISTRATOR

Wendy G. Tyler, CAO
 547 Market Street, Suite 102
 Colusa, CA 95932
 (530) 458-0508 Ph (530) 458-0510 fax
www.countyofcolusaca.gov

MEMORANDUM

TO: Colusa County Board of Supervisors

FROM: Wendy G. Tyler, County Administrative Officer

DATE: October 1, 2024

SUBJECT: Fiscal Year 2024-2025 Final Budget

Presented for consideration and adoption is the Fiscal Year 2024-25 Final Budget. The Board previously approved the Recommended Budget, which allowed County operations to continue until such time as year-end transactions could be completed to allow a clearer picture of the Fiscal Year 2024-25 budget outlook.

The 2024-25 Final Budget including the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, County Service Areas, Dependent Special Districts and other restricted funds is \$161,254,400*, a reduction of \$213,046 from what was proposed in the Recommended Budget in June. The adjustments to revenues and expenditures made within this Final Budget are: Revenues include the District Attorney's Office for increase in Victim Witness funding; General Revenue for an estimated additional 1% increase in property, reimbursements for Cellebrite software, and increases in Special Revenues. Expenditure adjustments include, but are not limited to funding for the East Park Reservoir, lighting project cancelled at the Jail, retirement payout and Library staff restructuring, vehicles, cancelled solar project, and software expenses.

Within this Final Budget, American Rescue Plan Act funds in the amount of \$615,000 have been used in qualifying categories such as storm water and water conservation.

Salaries and Benefits comprise 36.6% of the total budget, and have increased 1.8% over last year's final adopted budget. Medical insurance premiums are increasing slightly higher than the 10% budgeted at the time of the Recommended Budget, coming in at 10.81%. Several departments, in an effort to help balance the budget, have made Salaries and Benefit adjustments totaling approximately \$1,198,100 leaving vacant positions unfunded and adjusting for long term leaves without pay.

This budget funds 429,888 Full Time Equivalent (FTE) positions, including 1 FTE increase of staff as follows:

Health and Human Services – 1 Office Assistant Supervisor FTE (State funded), no change from Recommended Budget

The Final Budget includes the purchase of 7 new patrol vehicles, this includes 2 carry-over from FY23/24, for the Sheriff's Department funded with Rural Law Enforcement funds. The Board authorized these purchases at the approval of the Recommended Budget due to the delays being experienced in procuring vehicles. The two vehicles ordered in FY23/24 should be delivered in early fall and 4 patrol vehicles have been ordered for the Sheriff and are awaiting the opportunity to order the other vehicle for the boating division. Also included are 3 vehicles for Probation, funded with AB109 and Pretrial Release Funding.

The Public Works Department and Probation have included new funding for leasing additional vehicles from Enterprise.

The Final Budget contains the required debt payments in the sum of \$780,300, for the California Energy Commission, COPS 2023 Capital Projects, and the payment made on behalf of County Service Area 2.

*All figures rounded to nearest \$100.

Contingencies for unanticipated expenses in the Final Budget have been reduced by \$149,400 to \$350,600. This places the account within range of levels from the immediate past two fiscal years.

When the Recommended Budget was presented, we anticipated general fund cash balance forward of \$8.7 million, and usage of \$3.3 million in General Fund Reserves. At the close of fiscal year 2023-24 that cash balance forward was \$4,643,724. This of course led to further analysis of the budget, as well as discussions about uses of General Fund Reserves. Adjustments were made in both revenue and expenditure lines of all General Fund budgets (including a 0.82% cut to all), and the reliance on Reserves was reduced from an anticipated \$3.3 million at the Recommended Budget to \$1.45 million as we prepare to adopt the Final Budget.

The Final Budget sets General Fund Reserves at \$3,000,000.

While the 0.82% budget reduction imposed on the General Fund departments may seem insignificant, in reality it is not. We have attempted for many years to reduce services and supplies budget items, however costs such as utilities, fuel, office supplies, and food products, continue to rise.

Looking out to Fiscal Year 2025-26, we have additional fiscal impacts to prepare for. Therefore the Budget Ad Hoc Committee will be meeting on a regular basis to formulate recommendations to decrease expenditures and increase revenues, for consideration by the full Board, far before we have to begin creating the budget in March 2025.

The collaboration and commitment to providing services, while showing fiscal restraint, is evident throughout this budget and within each County department. Everyone in this organization is to be commended for their efforts.

Thank you for your consideration of this Final Budget.

*All figures rounded to nearest \$100



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution adopting the Fiscal Year 2024-25 Final Budget for Countywide Operating Funds and Special Revenue Funds.

Adopt Resolution adopting the Fiscal Year 2024-25 Final Budget for Countywide Operating Funds and Special Revenue Funds.

Detailed Description/Background of request

Please refer to the Fiscal Year 2024-25 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 18, 2024.

Fiscal Impact/Funding Source

Appropriation of \$161,254,372

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 1- Operating and Special Revenue Resolution (DOCX)
- 1A- Schedule 1 FINAL (PDF)
- 1B- EXHIBIT F Fixed Assets (DOCX)
- 1C- EXHIBIT P Personnel - FINAL (DOCX)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ADOPTING THE FISCAL YEAR 2024-25 FINAL BUDGET FOR COUNTYWIDE
OPERATING FUNDS AND SPECIAL REVENUE FUNDS

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, October 1, 2024 at 1:30 p.m. the Board of Supervisors conducted a public hearing on the proposed budget; and

WHEREAS, the public hearing was concluded and closed on October 1, 2024; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as “Schedule 1” and incorporated by reference, comprising the Fiscal Year 2024-25 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget (“Schedule 1”).

BE IT FURTHER RESOLVED, that the positions listed on the attached Exhibit P are hereby added to or deleted from the Allocation of Positions listing for the departments referenced herein.

BE IT FURTHER RESOLVED, that the fixed asset purchases identified on the attached Exhibit F are hereby approved for purchase pursuant to County Policy 401 – Purchasing and Procurement Policy and Chapter 17 of the Colusa County Code.

RESOLUTION PASSED AND ADOPTED this 1st day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

 Gary J. Evans, Chairperson
 Colusa County Board of Supervisors

APPROVED AS TO FORM:

 Richard Stout, County Counsel

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

By: _____
 Tiffany Jorgensen, Deputy Clerk

Attachment: 1- Operating and Special Revenue Resolution (10018 : FY 24-25 Final Budget Countywide & Special Revenue)

State Controller Schedules County Budget Act January 2010		COUNTY OF COLUSA ALL FUNDS SUMMARY FISCAL YEAR 2024-25				SCHEDULE 1 <i>Estimated</i> Fund Balance	
FUND NAME (1)	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2024 (2)	DECREASES TO RESERVES/ DESIGNATIONS (3)	ADDITIONAL FINANCING SOURCES (4)	TOTAL FINANCING SOURCES (5)	FINANCING USES (6)	INCREASES TO RESERVES/ DESIGNATIONS (7)	TOTAL FINANCING USES (8)
GOVERNMENTAL FUNDS							
GENERAL FUND	6,190,610	-	34,608,937	40,799,547	40,799,547	-	40,799,547
SPECIAL REVENUE FUNDS	-	91,270,586	79,660,705	170,931,291	91,000,386	79,930,905	170,931,291
CAPITAL PROJECTS FUNDS	-	23,794,747	14,305,971	38,100,718	23,794,747	14,305,971	38,100,718
DEBT SERVICE FUND	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS	6,190,610	115,065,333	128,575,613	249,831,556	155,594,680	94,236,876	249,831,556
OTHER FUNDS							
INTERNAL SERVICE FUNDS	3,366,353	-	2,012,321	5,378,674	1,100,000	4,278,674	5,378,674
ENTERPRISE FUNDS	-	-	3,929,997	3,929,997	3,719,598	210,399	3,929,997
SPECIAL DISTRICTS (Under Board of Supervisors)	854	-	302,799	303,653	587,470	(283,817)	303,653
PUBLIC AUTHORITY (Under Board of Supervisors)	-	-	252,624	252,624	252,624	-	252,624
TOTAL OTHER FUNDS	3,367,207	-	6,497,741	9,864,948	5,659,692	4,205,256	9,864,948
TOTAL ALL FUNDS	9,557,817	115,065,333	135,073,354	259,696,504	161,254,372	98,442,132	259,696,504

Attachment: 1A- Schedule 1 FINAL (10018 : FY 24-25 Final Budget Countywide & Special Revenue)

EXHIBIT F

FIXED ASSETS			
Department	Classification	Fund	Amount
Information Technology	57099 – Network Equipment	001	4,950
Information Technology	57099 – Disk Storage	001	4,980
Information Technology	57199 – Server at Plaza	001	15,000
Information Technology	57199 – Courthouse Backup Server	001	20,000
Central Services	57099 – 2 Desktop Computers	001	1,960
Board of Supervisors	57099 – 1 Surface Pro; 8 docking stations	001	3,300
County Admin Office	57099 – Printer	001	500
County Admin Office	57099 – 6 desktop & 2 laptop computers	001	8,280
Auditor-Controller	57099 – 3 laptop computers	001	3,600
Auditor-Controller	57099 – Printer/Scanner/Fax	001	300
Treasurer-Tax Collector	57099 – 8 desktop computers & 1 laptop	001	9,200
Assessor	57099 – 7 desktop computers	001	6,980
County Counsel	57099 – Replace 1 laptop	001	1,200
County Counsel	57099 – Replace 3 desktop computers	001	2,940
Personnel	57099 – 3 desktop computers & 2 laptops	001	5,340
Elections	57099 – 8 desktop computers	001	7,840
Elections	57199 – Alarm upgrade	001	7,000
Elections	57199 – Camera upgrade	001	25,000
B&G – Maintenance	57099 – 4 desktop computers & 1 laptop	001	5,120
B&G – Custodial	57099 – 1 desktop computer	001	980
Homeland Security	57099 – Gas monitors/detectors	001	8,065
Homeland Security	57099 – Forward looking infrared device	001	6,652
Homeland Security	57099 – Toughbook laptop	001	5,457
Homeland Security	57099 – Television and wall mount	001	1,800
Homeland Security	57199 – Handheld radios	001	54,633
District Attorney	57099 – 4 laptops & docking stations	001	5,539
Communications	57099 – Replace dispatch jack boxes	001	3,999
Communications	57199 – Replace Sutter Buttes repeater	001	35,000
Sheriff	57099 – Firewall for internet security	001	3,000
Sheriff	57099 – 31 desktop computers	001	30,380
Sheriff	57099 – 10 laptops	001	12,000
Sheriff	57199 – New Server	001	15,000
Task Force	57099 - Computers	001	9,000
Task Force	57099 – AR15 suppressors	001	6,000
Task Force	57099 – Gun Sights	001	1,500
Task Force	57199 – Thermal imaging binoculars	001	12,000
Task Force	57199 – Undercover vehicle	001	30,000
Jail	57099 – Wrap restraint device	001	1,800

Attachment: 1B- EXHIBIT F Fixed Assets (10018 : FY 24-25 Final Budget Countywide & Special Revenue)

EXHIBIT F

Jail	57099 – Tablets for inmates	001	50,000
Jail	57099 – WiFi routers/access points	001	1,200
Jail	57099 – Battery backups	001	1,000
Jail	57099 – Laptop	001	1,100
Jail	57199 – Three (3) interview pods/rooms	001	360,000
Victim Witness	57099 – Laptop	001	1,200
Ag Commissioner	57099 – 3 desktop computers; 1 laptop & 1 i-Pad	001	5,240
Water Management	57099 – 1 desktop computer & 1 laptop	001	2,180
Planning & Building	57099 – 2 desktop computers	001	1,960
Animal Control	57099 – Laptop computer	001	1,230
Animal Control	57099 – 2 Topaz e-signature pads	001	760
Animal Control	57099 – Large dog traps	001	2,300
Animal Control	57099 – Tommy lift-gate for truck	001	3,500
Library	57099 – Network routers	001	7,500
Library	57099 – 16 desktop computers	001	16,220
Health Dept.	57099 – Desk chairs	005	4,800
Health Dept.	57099 – Computers, monitors, printers, scanners	005	15,000
Health Dept.	57099 – Electronic health record system	005	40,000
Environmental Health	57099 – 2 desktop computers	005	1,960
Environmental Health	57199 – Vehicle	005	45,500
DHHS Administration	57099 – Drone	005	1,300
DHHS Administration	57099 – Camera	005	2,000
DHHS Administration	57099 – Computers, monitors, printers, scanners	005	10,000
DHHS Administration	57099 – Desk chairs	005	2,000
DHHS Administration	57099 – WiFi equipment for building	005	15,000
DHHS Administration	57099 – Workstations	005	25,000
DHHS Administration	57099 – Battery back-ups for servers	005	15,000
Welfare	57099 – CalSAWS scanners	005	7,000
Welfare	57099 – Computers, monitors, printers, scanners	005	30,000
Welfare	57099 – Desk chairs	005	5,000
Welfare	57199 – New cubicles for Eligibility area remodel	005	150,000
Road Dept.	57099 – Battery back-ups for servers	007	7,000
Road Dept.	57099 – Computer	007	2,000
Road Dept.	57099 – Stencils – 8’ paint stencils	007	7,000
Road Dept.	57099 – 3 i-Pads	007	3,000
Road Dept.	57099 – Laptop computer	007	2,500
Road Dept.	57199 – Backup server	007	20,000
Road Dept.	57199 – Oil filter crusher	007	6,000
Road Dept.	57199 – Patch box trailer	007	80,000
Road Dept.	57199 – Paint sprayer	007	10,000
Road Dept.	57199 – Water Truck	007	220,000

Attachment: 1B- EXHIBIT F Fixed Assets (10018 : FY 24-25 Final Budget Countywide & Special Revenue)

EXHIBIT F

Road Dept.	57199 – Backhoe	007	220,000
Road Dept.	57199 – Dump truck	007	260,000
Road Dept.	57199 – Plotter/large format printer	007	12,000
Air Pollution Control	57099 – Surface Pro computer	011	1,800
Air Pollution Control	57099 – 2 Monitors	011	500
SLESF – Sheriff	57199 – New workstations	141	25,000
SLESF – Sheriff	57199 – Computers for patrol/mobile data terminals	141	15,000
SLESF – Jail	57099 – Portable radios	142	2,000
AB109 – Parole Reform	57199 – Vehicle	150	48,582
Correction Performance	57099 – Build-out for vehicle	153	7,500
MHSA – Capital Facilities	57099 – 27 desktop computers & 4 laptops	279	36,000
MHSA – Capital Facilities	57099 – Computers & laptops	279	12,000
MHSA – Capital Facilities	57199 – Server	279	15,000
MHSA – Capital Facilities	57199 – Update camera system	279	25,000
MHSA – Capital Facilities	57099 – Picnic tables for outdoor seating area	279	3,000
Transitional Housing	57099 – 2 Refrigerators	301	2,000
Rural Law Enforcement	57199 – 2 vehicles/build-ups (FY23/24 carryover)	312	133,051
Rural Law Enforcement	57199 – 5 vehicles/build-ups (FY24/25)	312	441,939

Attachment: 1B- EXHIBIT F Fixed Assets (10018 : FY 24-25 Final Budget Countywide & Special Revenue)

EXHIBIT P

[illegible]

LABOR DISTRIBUTION CHANGES TO BE MADE TO THE ALLOCATION OF POSITIONS LISTING				
From	To	Classification	FTE	Effective
153 - Community Corrections Performance Incentive	150 – AB109	Fiscal Admin Officer	.45	7/1/24
153 - Community Corrections Performance Incentive	563 – Youthful Offender Grant	Probation Assistant	.50	7/1/24



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for Enterprise Funds and Special Districts.

Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for Enterprise Funds and Special Districts.

Detailed Description/Background of request

Please refer to the Fiscal Year 2024-25 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 18, 2024.

Fiscal Impact/Funding Source

Appropriation of \$4,306,868

Action for the Clerk

Obtain signatures, Number Resolution, scann into Laserfiche,

ATTACHMENTS:

- 2- Enterprise and Special Districts Resolution (DOCX)
- 2A Exhibit A Enterprise Funds & Special Dist FINAL (PDF)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ADOPTING THE FISCAL YEAR 2024-25 FINAL BUDGET FOR THE ENTERPRISE
FUNDS AND THE SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, October 1, 2024 at 1:30 p.m. the Board of Supervisors conducted a public hearing on the proposed budget; and

WHEREAS, the public hearing was concluded and closed on October 1, 2024; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as “Exhibit A” and incorporated by reference, comprising the Fiscal Year 2024-25 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget (“Exhibit A”).

RESOLUTION PASSED AND ADOPTED this 1st day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

 Gary J. Evans, Chairperson
 Colusa County Board of Supervisors

ATTEST:

Wendy G. Tyler
 Clerk to the Board of Supervisors

APPROVED AS TO FORM:

 Richard Stout, County Counsel

By: _____
 Tiffany Jorgensen, Deputy Clerk

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2024-25

EXHIBIT A

		AVAILABLE FINANCING			FINANCING REQUIREMENTS			
FUND NO.	COUNTYWIDE FUNDS	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2024	CANCELLATION OF PRIOR YEAR RESERVES	ESTIMATED ADDITIONAL FINANCING SOURCES	TOTAL AVAILABLE FINANCING	ESTIMATED FINANCING USES	PROVISION FOR RESERVES AND/OR DESIGNATIONS (NEW OR INCR.)	TOTAL FINANCING REQUIREMENTS
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<u>DISTRICTS UNDER BOARD OF SUPERVISORS:</u>								
110	ALMOND PARADISE STREET LIGHTING	843	-	4,011	4,854	4,854	-	4,854
111	THOMPSON STREET LIGHTING	11	-	1,468	1,479	1,479	-	1,479
115	WHISPER CREEK (CROSS CREEK) ST LIT/MNT	-	-	4,120	4,120	3,540	580	4,120
179	COLUSA COUNTY SERVICE AREA #2	-	-	-	-	160,837	(160,837)	-
182	SERVICE AREA #1 - CENTURY RANCH	-	-	23,000	23,000	146,560	(123,560)	23,000
101	FLOOD CONTROL & WATER CONSERVATION D	-	-	270,200	270,200	270,000	200	270,200
TOTAL DISTRICTS UNDER BOARD OF SUPERVISORS		854	-	302,799	303,653	587,270	(283,617)	303,653
<u>ENTERPRISE FUNDS:</u>								
040	SOLID WASTE ENTERPRISE	-	-	3,049,480	3,049,480	3,045,245	4,235	3,049,480
041	AIRPORT ENTERPRISE	-	-	449,609	449,609	345,095	104,514	449,609
043	STONYFORD LANDFILL CLOSURE	-	-	100,000	100,000	-	100,000	100,000
044	EVANS LANDFILL CLOSURE	-	-	900	900	-	900	900
045	DEVELOPMENT FEE - SOLID WASTE FACILITY	-	-	750	750	-	750	750
046	EAST PARK RESERVOIR	-	-	329,258	329,258	329,258	-	329,258
TOTAL ENTERPRISE FUNDS		-	-	3,929,997	3,929,997	3,719,598	210,399	3,929,997
GRAND TOTAL ALL FUNDS		854	-	4,232,796	4,233,650	4,306,868	(73,218)	4,233,650

NOTE: Exhibit A includes the *detailed* totals for the Special Districts Under the Board of Supervisors and the *detailed* totals for the Enterprise Funds.

The "Resolution of the Colusa County Board of Supervisors Adopting the Fiscal Year Final Budget for Countywide Operating Funds and Special Revenues" includes Schedule 1 as an Exhibit, which is a summary of *all* Budgets approved by the Board of Supervisors.

The totals from Exhibit A are *summarized* and included on Schedule 1 in the "Other Funds" section. Exhibit A *does not increase the total budget* amounts approved by the Board of Supervisors.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Air Pollution Control District.

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD:

Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Air Pollution Control District.

Detailed Description/Background of request

Please refer to the Fiscal Year 2024-25 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 18, 2024

Fiscal Impact/Funding Source

Appropriation of \$2,336,126

Action for the Clerk

Obtain signatures, Number Resolution, scann into LaserFiche.

ATTACHMENTS:

- 4- Air Pollution Control Resolution (DOCX)
- 4A Exhibit C Air Pollution (PDF)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT
ADOPTING THE FISCAL YEAR 2024-25 FINAL BUDGET FOR
THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, October 1, 2024 at 1:30 p.m. the Board of Supervisors conducted a public hearing on the proposed budget; and

WHEREAS, the public hearing was concluded and closed on October 1, 2024; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as “Exhibit C”; and incorporated by reference, comprising the Fiscal Year 2024-25 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget (“Exhibit C”).

RESOLUTION PASSED AND ADOPTED this 1st day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

 Gary J. Evans, Chairperson
 Colusa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Wendy G. Tyler
 Clerk to the Board of Supervisors

 Richard Stout, County Counsel

By: _____
 Tiffany Jorgensen, Deputy Clerk

Attachment: 4- Air Pollution Control Resolution (10020 : FY 24-25 Final Budget Air Pollution Control District)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2024-25

EXHIBIT C

DEPT/ FUND NO.	COUNTYWIDE FUNDS (1)	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2024 (2)	CANCELLATION OF PRIOR YEAR RESERVES (3)	ESTIMATED ADDITIONAL FINANCING SOURCES (4)	TOTAL AVAILABLE FINANCING (5)	ESTIMATED FINANCING USES (6)	PROVISION FOR RESERVES AND/OR DESIGNATIONS (NEW OR INCR.) (7)	TOTAL FINANCING REQUIREMENTS (8)
AIR POLLUTION CONTROL BOARD:								
011 - 715	AIR POLLUTION CONTROL	-	82,404	642,707	725,111	725,111	-	725,111
159 - 159	CARL MOYER GRANT	-	50,000	238,986	288,986	288,986	-	288,986
160 - 160	VEHICLE FEES (AB923)	-	-	45,000	45,000	29,000	16,000	45,000
162 - 162	WOOD STOVE MOU CAPCOA	-	12,600	159,052	171,652	171,652	-	171,652
163 - 163	FARMER GRANT	-	301,940	421,387	723,327	723,327	-	723,327
309 - 309	DEVELOPMENT IMPACT FEES - AIR POLLUTION	-	1,770	530	2,300	2,300	-	2,300
313 - 313	CARL MOYER GRANT STATE RESERVES	-	44,750	351,000	395,750	395,750	-	395,750
GRAND TOTAL AIR POLLUTION CONTROL		-	493,464	1,858,662	2,352,126	2,336,126	16,000	2,352,126

NOTE: Exhibit C includes the *detailed* totals for Air Pollution Control.

The "Resolution of the Colusa County Board of Supervisors Adopting the Fiscal Year Final Budget for Countywide Operating Funds and Special Revenues" includes Schedule 1 as an Exhibit, which is a summary of *all* Budgets approved by the Board of Supervisors.

The totals from Exhibit C are *summarized* and included on Schedule 1 in the "Special Revenue Funds" section. Exhibit C *does not increase the total budget* amounts approved by the Board of Supervisors.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:

Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

Detailed Description/Background of request

Please refer to the Fiscal Year 2024-25 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 18, 2024.

Fiscal Impact/Funding Source

Appropriation of \$252,624

Action for the Clerk

Obtain signatures, number resolution and scann into LaserFiche

ATTACHMENTS:

- 5- IHSS Resolution (DOCX)
- 5A Exhibit D IHSS (PDF)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
SITTING AS THE COLUSA COUNTY IN-HOME SUPPORT
SERVICES PUBLIC AUTHORITY
ADOPTING THE FISCAL YEAR 2024-25 FINAL BUDGET FOR
THE COLUSA COUNTY IN-HOME SUPPORT SERVICES PUBLIC AUTHORITY

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, October 1, 2024 at 1:30 p.m. the Board of Supervisors conducted a public hearing on the proposed budget; and

WHEREAS, the public hearing was concluded and closed on October 1, 2024; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as “Exhibit D” and incorporated by reference, comprising the Fiscal Year 2024-25 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget (“Exhibit D”).

RESOLUTION PASSED AND ADOPTED this 1st day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

 Gary J. Evans, Chairperson
 Colusa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Wendy G. Tyler
 Clerk to the Board of Supervisors

 Richard Stout, County Counsel

By: _____
 Tiffany Jorgensen, Deputy Clerk

Attachment: 5- IHSS Resolution (10021 : FY 24-25 Final Budget In-Home Supportive Services PA)

EXHIBIT D

FUND NO.	COUNTY-WIDE FUNDS	AVAILABLE FINANCING					FINANCING REQUIREMENTS	
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2024 (1)	CANCELLATION OF PRIOR YEAR RESERVES (2)	ESTIMATED ADDITIONAL FINANCING SOURCES (3)	TOTAL AVAILABLE FINANCING (4)	ESTIMATED FINANCING USES (5)	PROVISION FOR RESERVES AND/OR DESIGNATIONS (NEW OR INCR.) (6)	TOTAL FINANCING REQUIREMENTS (7)
PUBLIC AUTHORITY:								
800-000	IHSS PUBLIC AUTHORITY	-	-	252,624	252,624	252,624		252,624
GRAND TOTAL PUBLIC AUTHORITY		-	-	252,624	252,624	252,624	-	252,624

NOTE: Exhibit D includes the *detailed* totals for the IHSS Public Authority.

The "Resolution of the Colusa County Board of Supervisors Adopting the Fiscal Year Final Budget for Countywide Operating Funds and Special Revenues" includes Schedule 1 as an Exhibit, which is a summary of *all* Budgets approved by the Board of Supervisors.

The totals from Exhibit D are also included on Schedule 1 in the "Public Authority" section. Exhibit D *does not increase the total budget* amounts approved by the Board of Supervisors.



Request For County Board of Supervisors Action

MEETING DATE: October 1, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

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

Adopt Resolution Adopting the Fiscal Year 2024-25 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

Detailed Description/Background of request

Please refer to the Fiscal Year 2024-25 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 18, 2024.

Fiscal Impact/Funding Source

Appropriation of \$270,000

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 3- Flood Control Resolution (DOCX)
- 3A Exhibit B Flood Control (PDF)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
SITTING AS THE COLUSA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
ADOPTING THE FISCAL YEAR 2024-25 FINAL BUDGET FOR
THE COLUSA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

WHEREAS, California Government Code section 29080 et seq. outlines the necessary steps for adoption of a county budget, including but not limited to: obtaining a balanced budget, supplying ample notice to the public of the availability of the budget documents and comment period, and conducting public hearings on the recommended budget; and

WHEREAS, the County has a balanced budget of which a notice was published in the Pioneer Review notifying the public of the availability of the budget document; and

WHEREAS, on Tuesday, October 1, 2024 at 1:30 p.m. the Board of Supervisors conducted a public hearing on the proposed budget; and

WHEREAS, the public hearing was concluded and closed on October 1, 2024; and

WHEREAS, Section 29089 of the California Government Code outlines the specific elements that shall be contained in this resolution and those elements are addressed and attached hereto as “Exhibit B” and incorporated by reference, comprising the Fiscal Year 2024-25 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget (“Exhibit B”).

RESOLUTION PASSED AND ADOPTED this 1st day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

 Gary J. Evans, Chairperson
 Colusa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Wendy G. Tyler
 Clerk to the Board of Supervisors

 Richard Stout, County Counsel

By: _____
 Tiffany Jorgensen, Deputy Clerk

Attachment: 3- Flood Control Resolution (10017 : FY24-25 Final Budget Flood Control and Water Conservation)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2024-25

EXHIBIT B

		AVAILABLE FINANCING				FINANCING REQUIREMENTS		
FUND NO.	COUNTYWIDE FUNDS (1)	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2024 (2)	CANCELLATION OF PRIOR YEAR RESERVES (3)	ESTIMATED ADDITIONAL FINANCING SOURCES (4)	TOTAL AVAILABLE FINANCING (5)	ESTIMATED FINANCING USES (6)	PROVISION FOR RESERVES AND/OR DESIGNATIONS (NEW OR INCR.) (7)	TOTAL FINANCING REQUIREMENTS (8)
<u>FLOOD CONTROL AND WATER CONSERVATION DISTRICT:</u>								
101-101	FLOOD CONTROL & WATER CONSERVATION DISTRICT	-	-	270,200	270,200	270,000	200	270,200
		-	-	-	-	-	-	-
GRAND TOTAL FLOOD CONTROL AND WATER CONSERVATION DISTRICT		-	-	270,200	270,200	270,000	200	270,200

NOTE: Exhibit B includes the *detailed* totals for the Flood Control and Water Conservation District.

The "Resolution of the Colusa County Board of Supervisors Adopting the Fiscal Year Final Budget for Countywide Operating Funds and Special Revenues" includes Schedule 1 as an Exhibit, which is a summary of *all* Budgets approved by the Board of Supervisors.

The totals from Exhibit B are *summarized* and included on Schedule 1 in the "Special Revenue Funds" section. Exhibit B *does not increase the total budget* amounts approved by the Board of Supervisors.