

Board of Supervisors

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



County of Colusa

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

COLUSA COUNTY Board of Supervisors

Agenda

September 27, 2022

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

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

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

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

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of September 13, 2022 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 15.

1. BOARD OF SUPERVISORS

Approve the September 13, 2022 Board of Supervisors Regular meeting minutes.

2. APPOINTMENT/STONYFORD-INDIAN VALLEY CEMETERY DISTRICT
Reappoint Zoe Brandberger to the Stonyford-Indian Valley Cemetery District Board, effective October 9, 2022 through October 8, 2026. **(Application received: Zoe Brandenberger)**
3. APPOINTMENT/CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT
Re-appoint Sherry Langrock and Christy Scofield to the Cortina Creek Flood Control and Flood Water Conservation District to serve 4-year terms effective September 23, 2022 through September 22, 2026. **(Applications received: Sherry Langrock and Christy Scofield)**
4. BEHAVIORAL HEALTH
Approve Mental Health Services Act (MHSA) Annual Update Amendment for the FY 22/23 Year Plan.
5. DISTRICT ATTORNEY
Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW22 27 0060 through the California Governor's Office of Emergency Services and further sign any resulting Grant Subawards, modifications and amendments, subject to Board approval.
6. HEALTH AND HUMAN SERVICES
Approve Preceptorship Agreement with **The Regents of the University of California** on **behalf of University of California, Davis School of Nursing** for educational Masters Entry Program in Nursing ("MEPN") for nursing students.
7. HEALTH AND HUMAN SERVICES
Approve Agreement with **Jennifer Kennelly, PhD** for psychological evaluation, testing and consultation services.
8. HEALTH AND HUMAN SERVICES
Approve MOU between the **Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney**, for investigation and prosecution of welfare fraud.
9. PUBLIC WORKS/AIRPORT
Approve Ground Lease with **W.A. Yerxa Family Revocable Trust** at County Airport for Site 29, effective September 27, 2022.
10. PURCHASING AND PROCUREMENT/DPW/ROAD
Award Contract to **Baldwin Contracting Company, Inc., dba Knife River Construction** for road rehabilitation on Lonestar Road from Highway 20 to Myers Road.
11. PUBLIC WORKS/ROAD DEPARTMENT
Adopt plans, specifications and working details for ADA improvements and boat launch at East Park Reservoir and solicit bids from qualified contractors.

12. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve Agreement with **Preparedness Consulting and Training International** for Incident Command System & National Incident Management System Courses ICS 300 and ICS 400 for Colusa County personnel.
13. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve Agreement with **Ministerial Association of Colusa County** to provide coordinated meal services for Senior Nutrition program, effective October 1, 2022.
14. PURCHASING AND PROCUREMENT/HUMAN RESOURCES
Ratify application for group vision insurance with **Ameritas Life Insurance Corp.** for VSP-Ameritas coverage; further, ratify Business Associate Agreement and Broker of Record designation with **Keenan & Associates** for group vision insurance for County employees, effective January 1, 2023.
15. TREASURER
Accept August 2022 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

- III. PROCLAMATION/DOMESTIC VIOLENCE AWARENESS
 1. Adopt a Proclamation Declaring October 2022 as Domestic Violence Awareness Month.
- IV. AUDITOR
 1. Approve Special Claims.
- V. BOARD OF SUPERVISORS
 1. Approve Response to the 2021-22 Civil Grand Jury Final Report.
 2. Approve the selection of the 2022-2023 California State Association of Counties (CSAC) Board of Directors Member and Alternate.
- VI. SUPERVISORS' REPORTS OR COMMENTS
- VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

- VIII. CLOSED SESSION/COUNTY COUNSEL
 1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS.
 2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1), *Estate of Haile Neil v. County of*

Colusa, et al. United States District Court for the Eastern District of California, Case No. 2:19-CV-02441-TLN-DB.

9:30 a.m. PUBLIC HEARING/COMMUNITY DEVELOPMENT

1. Public Hearing, introduction by title only, and adoption of an Ordinance adding "Section 5.40 Lot Mergers" to Section 5 of Appendix IV Subdivisions of the County Code.

1:30 p.m. PUBLIC HEARINGS/BOARD OF SUPERVISORS

1. Public Hearing to consider proposals for revisions to the County of Colusa FY 2022-23 Recommended Budget.

2. Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for Countywide Operating Funds and Special Revenue Funds.

3. Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for Enterprise Funds and Special Districts.

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

Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

5. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL BOARD**

Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for The Colusa County Air Pollution Control Board.

6. **SITTING AS THE COLUSA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

ADJOURN

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

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

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this

meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

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



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the September 13, 2022 Board of Supervisors meeting minutes

Approve the September 13, 2022 Board of Supervisors Regular meeting minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed regular meeting on September 13, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 09-13-22 (PDF)

Board of Supervisors

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

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**COLUSA COUNTY
BOARD OF SUPERVISORS**

Minutes
September 13, 2022

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 13th day of September 2022 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, Gary J. Evans and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF AUGUST 30, 2022 CLOSED SESSION

1. **LIABILITY CLAIM - CONFERENCE WITH LEGAL COUNSEL.** California Government Code section 54956.95. Claimant: Sari Donaldson. Counsel states the claim was denied and there is no other reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.** Government Code Section 54956.9(a), Olam Tomato Processors, Inc., and Olam West Coast, Inc. v. County of Colusa, Colusa County Superior Court case No. CV24598.

I. STAFF REPORTS

Mr. Plucker introduces the new Principal Planner, Steve Geiger.

Mr. Stout updates the Board on Public Request Acts received for 2022.

Ms. Tyler states with the amount of Public Request Acts that are being received she believes that RCRC and CSAC need to work together and propose reforms to the act.

Mr. Azevedo announces East Park Reservoir recreation is closed for the season.

CONSENT AGENDA

Chair Corona makes time for the approval of Consent Agenda Item No.'s 1 through 9.

Supervisor Carter requests Item No.1 be pulled and considered separately.

Chair Corona so directs.

Approve Consent Agenda Item No's 2 through 9.

2. AG COMMISSIONER

Approve Contract No. **C22-189** Cooperative agreement (No. 22-1091-000-SA) with the **California Department of Food and Agriculture (CDFA)** for the Nursery Inspection Program, effective July 1, 2022.

3. APPOINTMENT/AIR POLLUTION CONTROL DISTRICT HEARING BOARD

Reappoint Ralph Keeley, III to the Air Pollution Control District Hearing Board, for a term effective June 24, 2022 through June 23, 2025. **(Application received: Ralph Keeley, III)**

4. BEHAVIORAL HEALTH

Approve Contract No. **C22-190** agreement (No. 22-2097) with **State of California Department of Health Care Services** for reimbursement of consumer services through Medi-Cal, effective July 1, 2022.

5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-191** 2nd Modification with **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community**, for billing of behavioral health services, effective June 1, 2022.

6. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Ratify Contract No. **C22-192** 1st Modification of a commercial lease with **Masonic Hall Association**, clarifying to whom and where lease payments shall be made.

7. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Ratify Contract No. **C22-193 Comcast** agreement for internet service located at 321 5th Street, Colusa, CA.

8. PURCHASING AND PROCUREMENT/MIGRANT HOUSING

Approve Contract **C22-194** with **Tradewinds Cooling, LLC**, for the heating, ventilation and air conditioning systems project at the Williams Migrant Center.

9. PURCHASING AND PROCUREMENT/PROBATION

Approve Contract No. **C22-195** 5th Modification with the **Colusa County Office of Education** for inmate educational services, effective July 1 2022.

RESULT: APPROVED [UNANIMOUS]

MOVER:	Evans
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Corona makes time for Consent Item No. 1.

BOARD OF SUPERVISORS

1. Approve the Minutes from the August 30, 2022 Regular meeting as corrected.

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

III. AG COMMISSIONER

1. Presentation of the Colusa County 2021 Crop & Livestock Report.

Comments received by Ms. Allen and Ms. Ottenwalter.

IV. SHERIFF/OES

1. Receive report on the status of the Emergency Household Water Tank Program.

Comments received by Assistant Sheriff Bradwell, Ms. Bell and Mr. Plucker.

V. AUDITOR

1. Approve Special Claims.
There were no special claims.

9:30 a.m. PUBLIC HEARINGS

AUDITOR

Chair Corona makes time for a Public Hearing to consider objections and protests to the addition of Community Service Area (CSA) delinquent water charges to the County Tax Roll. **Further**, adopt a Resolution approving the placement of delinquent charges for Colusa County Service Area #1 - Century Ranch and Colusa County Service Area #2 - Stonyford on the County Tax Roll.

Comments received by Ms. Wheeler and Ms. Tyler.

9:30 a.m. Chair Corona opens the Public Hearing and calls for public comment. Hearing none, Chair Corona closes the Public Hearing.

1. Adopt **Resolution No. 22-038** approving the placement of delinquent charges for Colusa County Service Area #1 - Century Ranch and Colusa County Service Area #2 - Stonyford on the County Tax Roll with amended Exhibit A.

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

Chair Corona makes time for a public hearing to adopt a resolution vacating a portion of state street (Road No. PR-07).

PUBLIC WORKS/ROAD DEPARTMENT

9:32 a.m. Vacate Public Hearing and adoption of a Resolution vacating a portion of State Street (Road No. PR-07).

Comments received by Ms. Tyler.

AUDITOR

2. Adopt **Resolution No. 22-039** fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2022-23.

Comments received by Ms. Wheeler.

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT

1. Discussion regarding land use regulation amendments allowing for the creation of small residential agricultural zoned lots and direction to staff to move forward with a zoning overlay performance standards to be applied to a whole parent parcel.

Comments received by Mr. Plucker, Ms. Tyler, Ms. Allen and Mr. Selover.

Chair Corona declares a recess at 10:17 a.m. and states they are now sitting as the Colusa County Flood Control and Water Conservation Board with all Directors present.

VII. COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

1. **Sitting as Colusa County Flood Control & Water Conservation Board**
Ratify Contract No. **C22-196** with **Ironsight, LLC** for Consulting Services Associated with the Sites Reservoir Project.

Comments received by Ms. Tyler and Mr. Azevedo.

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

Chair Corona adjourns as the Colusa County Flood Water and Conservation District at 10:26 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VIII. BOARD OF SUPERVISORS

1. Approve 85 percent to be allocated to Title I, and 15 percent to Title III of the funding provided under the Secure Rural Schools and Community Self Determination Act and authorize the County Administrative Officer to sign and submit documentation.

Comments received by Ms. Tyler and Mr. Azevedo.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Smith

Meetings/functions attended:

- One Stop meeting
- Colusa County Partnership meeting
- Treasury Oversight meeting
- Transportation and Transit meeting

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting
- CSAC Board of Directors meeting
- GCID Ad-Hoc meeting
- Karen's House meeting

Supervisor Evans

Meetings/functions attended:

- Transportation and Transit meeting
- PG&E calls
- GCID Ad-Hoc meeting
- Stonyford Pig Feed

Supervisors Carter

Meetings/functions attended:

- USDA Presentation
- Colusa County Groundwater Authority Groundwater Ad-Hoc and TAC meeting
- NCWA meeting
- LAFCo meeting
- NCWA Groundwater Task Force meeting

Supervisors Corona

Meetings/functions attended:

LAFCo meeting
 New Employee Onboarding
 Agenda Review
 Phone Interview with Independent Auditors
 Treasury Oversight meeting
 Constituent issues

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the legislative season is over at the State level and there hasn't been any progress on the Unitary Tax issue.

Chair Corona declares a recess at 10:46 a.m. to convene in Closed Session.

XI. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 Government Code Section 54956.9(a), Olam Tomato Processors, Inc., and
 Olam West Coast, Inc. v. County of Colusa, Colusa County Superior Court
 case No. CV24598.

Chair Corona adjourned the meeting at 11:16 a.m. to reconvene in Regular Session on September 27, 2022 at the hour of 9:00 a.m.

 J. Merced Corona, 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: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appoint to the Stonyford-Indian Valley Cemetery District

Reappoint Zoe Brandberger to the Stonyford-Indian Valley Cemetery District Board, effective October 9, 2022 through October 8, 2026. **(Application received: Zoe Brandenberger)**

Detailed Description/Background of request

Zoe Brandenberger has submitted an application to be reappointed to the Stonyford-Indian Valley Cemetery District Board to serve a 4-year term effective October 9, 2022 to October 8, 2026. Ms. Brandenberger meets the requirements set by the Health and Safety Code 9022 requiring the Trustees to be a voter within the District.

This term expiration was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 23, 2021.

Prior Board Action

Ms. Brandenberger was first appointed to the Board on October 10, 2006.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Zoe Brandenberger, PO Box 25, Stonyford, CA 95979.

ATTACHMENTS:

- 08-18-22 Application for Appointment - Brandenberger (PDF)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

UPON COMPLETION RETURN TO:**Clerk to the Board of Supervisors****547 Market Street, Suite 102****Colusa, CA 95932****(530) 458-0508****boardclerk@countyofcolusa.org**Office Use Only
RECEIVED
Date Stamp**AUG 18 2022****COUNTY OF COLUSA
BOARD OF SUPERVISORS****APPLICANT INFORMATION**

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

Stonyford-Indian Valley Cemetery District

NAME OF APPLICANT:

Zoe D. Brandenberger

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

1965 Fouts Springs Rd, P.O. Box

CITY:

Stonyford

PHONE:

530-963-3287

E-MAIL:

brandcows85@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:**

Please consider this request for re-appointment to the Stonyford-Indian Valley Cemetery District Trustee position.

I have lived in the Community for most of my life and am active in the various organizations within the area.

I am currently retired however worked nearly 37 years in administrative type positions. While appointed to the Cemetery District I have served as the Secretary and am currently serving as Chairperson. These responsibilities have included record keeping, coordinating and facilitating meetings as well as processing claims/receipts and preparing required forms for the annual audit.

I work well with the two current Trustees and would enjoy serving another term.

Thank You,

Zoe D. Brandenberger 8/16/22

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 _____

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointment to the Cortina Creek Flood Control & Flood Water Conservation District

Reppoint Sherry Langrock and Christy Scofield to the Cortina Creek Flood Control and Flood Water Conservation District to serve 4-year terms effective September 23, 2022 through September 22, 2026. **(Applications received: Sherry Langrock and Christy Scofield)**

Detailed Description/Background of request

Sherry Langrock and Christy Scofield have submitted applications to be reappointed to the Cortina Creek Flood Control and Flood Water Conservation District to serve 4-year terms effective September 23, 2022 through September 22, 2026.

Both Ms. Langrock and Ms. Charter meet the requirements set by the District requiring trustees be a landowner within the District. Term expirations were advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 23, 2021.

Prior Board Action

Ms. Langrock and Ms. Scofield were both last appointed to the District on September 18, 2018.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Sherry Langrock, PO Box 1416, Arbuckle, CA 95912 and Christy Scofield, PO Box 375, Arbuckle, CA 95912.

ATTACHMENTS:

- 08-26-22 Application for Appointment - Langrock (PDF)
- 09-12-22 Application for Appointment - Scofield (PDF)



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

2.3.a

UPON COMPLETION RETURN TO:

Clerk to the Board of Supervisors
547 Market Street, Suite 102

Colusa, CA 95932

(530) 458-0508

boardclerk@countyofcolusa.org

RECEIVED
Office Use Only
Date Stamp
Aug 26 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

CORTINA CREEK Flood Control & FLOOD WATER CONSERVATION DISTRICT

NAME OF APPLICANT:

SHERRY L. LANGROCK

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

MAILING

PHYSICAL

PO Box 1416

1913 CORTINA SCHOOL RD

CITY:

Williams

95987

PHONE:

530 473 2298

E-MAIL:

slangrock@earthlink.net

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 have been Secretary of the district since the supervisors returned the district business back to an individual board.

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

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

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

Attachment: 08-26-22 Application for Appointment - Langrock (8644 : Appointment to the Cortina Creek Flood Control & Flood Water



COLUSA COUNTY BOARD OF SUPERVISORS APPLICATION TO FILL A VACANCY

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

RECEIVED
Office Use Only
Date Stamp
SEP 12 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT

NAME OF APPLICANT:

CHRISTY SCOFIELD

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:

6534 BOUCHARD, P.O. BOX 375 ARB

CITY:

ARBUCKLE

PHONE:

530-476-2323

E-MAIL:

christys@afes.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:

Office Use Only:

APPOINTED

☐

TERM DATE: _____

☐

FILLING UNEXPECTED VACANCY

NOT APPOINTED

☐

NOTES: _____

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

DATE ENTERED INTO ACCESS: _____

SCANNED INTO LASERFICHE _____

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Amended MHSA Annual Plan Update

Approve Mental Health Services Act (MHSA) Annual Update Amendment for the FY 22/23 Year Plan.

Detailed Description/Background of request:

On August 4, 2020, the Board of Supervisors approved the Mental Health Services Act (MHSA) Three Year Plan. The MHSA or Prop 63 was passed in 2004 in order to address the unique mental health needs of communities. The Act imposes a 1% tax on those persons with an income exceeding 1 million dollars. These funds go towards preventative services and direct services for children, Transitional Age Youth (TAY), adult, and older adults who identify as being severely emotionally disturbed or severely mentally ill. MHSA promotes community collaboration, cultural competence, client and family driven services focused on wellness, recovery, and resilience through an integrated approach. The Act also seeks to raise awareness and reduce stigma and discrimination around mental health. MHSA allows the opportunity for the community to become better educated on mental health through collaboration, integration of services, and developing more culturally competent services.

Behavioral Health is requesting to amend the Mental Health Services Act (MHSA) Annual Update. In addition to the previous Prevention and Early Intervention (PEI) Programs Behavioral Health is requesting to add two additional programs to the plan which are the Critical Incident Training and Library Services programs. Behavioral Health is also requests that the Innovation budget be updated to reflect additional expenditures in the revised Innovation Plan submitted to the State. All other terms and requests to remain the same.

Prior Board Action:

On August 4, 2020, the Board of Supervisors approved the MHSA Three Year Plan.

Fiscal Impact/Funding Source:

The revenue is estimated to be \$2.8 million each fiscal year for the three year plan.

Action for the Clerk:

Please provide Bonnie Briscoe with a CBO ASAP as this report is due to the State. Thank you!

ATTACHMENTS:

- FY22-23 Amended Plan Summary_with comment V.2 (DOCX)



Colusa County Department of Behavioral Health

Mental Health Services Act Annual Update FY 2022/2023 Programs Amended and Updated Budget



Photo by: Max Whittaker

In the Mental Health Services Act Annual Update for fiscal year 2022 – 2023, two new PEI programs have been added, California Institute for Behavioral Health Solutions (CIBHS) which is an outreach program and Library Services which is a prevention program. Colusa County's approved Innovation project, Practical Actions Towards Health (PATH) and formerly known as Social Determinants of Rural Mental Health Project (SDRMHP), has been amended to increase funding. Please find details to these three programs below as well as an updated budget for the MHSA programs in FY22-23.

Prevention and Early Intervention (PEI) Programs

Program Name: Outreach for Increasing Recognition of Early Signs of Mental Illness

California Institute for Behavioral Health Solutions (CIBHS)

Program Description: CIBHS is an organization that supports counties and cities in the state of California by providing workshops, trainings, and resources related to mental health. These services include clinical practice improvement and implementation, policy implantation, and evaluation of projects. Colusa County Behavioral Health will receive training from CIBHS in areas of crisis intervention and community response to critical incidents to support the clinical growth of staff and improve their effectiveness of treatment.

Program Name: Prevention Program

Library Services

Program Description: Each city and town within the County of Colusa has a library. Before the pandemic, the library had more than 35,000 visitors across its seven branches annually, ranging in age, gender, ethnicity, socio-economic status and education level. The range of

individuals and families served by the libraries makes offering a PEI program at these welcoming and non-stigmatizing locations an ideal way to engage more community members about the topic of mental health. The libraries are community hubs and safe spaces for all. The Library Services will act as a Prevention Program offering family, caregiver, and youth activities to combat risk factors and strengthen protective factors of mental health.

Risk factors, such as a serious chronic medical condition, experience of trauma, ongoing stress, exposure to drugs, poverty, family conflict, experiences of racism and social inequality, prolonged isolation, traumatic loss, a previous mental illness, a previous suicide attempt, or having a family member with a serious mental illness, influence the stability of one's mental health. Having written and electronic self-help-type materials available in the libraries is one way of promoting wellness and prevention. Finding ways to cope with these risk factors is another way to reduce the impact these risk factors have on one's mental health. Therefore, the Library Services will offer workshops that increase one's ability to cope by engaging in hands-on activities that reduce stress and build self-esteem.

It is known that protective factors, such as having healthy and supportive relationships, getting an education, having a steady job, and living in a safe community, can deter the development of a serious mental illness. The Library Services will provide family activities to strengthen healthy relationships, literacy programs to support educational success including digital literacy programming to help to improve job readiness, and a safe place within the community to reach out for needed resources.

The combination of these prevention efforts will be made possible by employing 6.10 FTE librarians who will work closely with Colusa County Behavioral Health in establishing the aforementioned activities and workshops.

Innovation (INN) Programs

Program Name: Practical Actions Towards Health (PATH)

Program Description: The Social Determinants of Rural Mental Health Project (SDRMHP) is a project designed to examine and address some basic life factors that impact mental health for people in rural communities. Social determinants of mental health have been studied by the World Health Organization (WHO) and are part of the U.S. Department of Human Services Healthy People 2020 initiative. Attention was paid to the social determinants of mental health in a public health approach to improve the lives of persons with mental illnesses. Understanding these basic determinants has the potential to improve mental health outcomes when applied appropriately as part of mental health interventions. The intent is to identify, support and stabilize life domains to improve the quality of life for persons who are experiencing or may be experiencing mental health issues. The basic social determinants to being studied are:

1. Safe and secure housing
2. Access to healthy, nutritious food choices
3. Transportation access
4. Unemployment/income and social status/educational opportunities
5. Access to healthcare services/medical treatment
6. Social environment and natural supports
7. Geographical location and physical environment

Colusa County decided to focus on the population of justice-involved persons for this project. There are roughly 200 persons involved in the justice system in Colusa County. This includes people who fall under Assembly Bill (AB) 109, known as Realignment, which are offenders who are released from State Prison and are on Post Release Community Supervision (PRCS) and

offenders released from County Prison who are on Mandatory Supervision (MS). In addition, this target population includes 21 parolees currently on State Parole and those individuals participating in the Day Reporting Center (DRC) in the County. This last group of individuals are persons who typically are residents of the county who have committed a crime within the county and have been adjudicated by a judge and have been sentenced to formal probation for a period of time. Often in the terms of probation issued by the court, there is a requirement that they report to the Day Reporting Center for interface with their probation officer or to participate in various scheduled activities like education coursework from the Office of Education or support groups offered by counselors, or life skills groups offered by probation officers. There are more than 150 persons that fall into this category. This project provides outreach and serves individuals from these programs. Colusa County's DRC, operated by Adult Probation staff, and Behavioral Health supports the population involved in the justice system through this Innovation project. The intention of the Innovation project is to outreach and engage all adults served by the Adult Probation Department in a manner that is not overseen by courts. This is a voluntary program where the only criteria for entry is a referral from the Adult Probation Department, or Parole Department with the agreement by participants to sign a Release of Information (ROI), allowing Innovation staff to collaborate with the referring agency. In addition to persons involved in the justice system, since the Day Reporting Center (DRC) is open as a drop in center for any adult in the county, there are friends, relatives or other folks connected to the justice system who happen to have needs and an interest in interfacing with the Innovation Team.

Original Learning Goals

Our learning goals relate to the following key innovative elements in this project:

- To improve outreach and engagement to those involved in the justice system and increase service delivery to unserved and underserved populations in the county.
- Identifying social determinants that may be blocking the recognition that behavioral health symptoms may be present after administering the Strength Assessment and understanding the effects of those social determinants on seeking behavioral health services by the population involved in the justice system.
- By doing outreach and engagement with justice system persons, and addressing the social determinants of good health, will this in fact increase the number of persons from this specific population who seek behavioral health care? Will formal requests for treatment increase?
- Emphasizing data-driven decision making and empowering agency staff to collect and use data effectively.

As the Social Determinants of Rural Mental Health project will be entering its second year, the following objectives could serve to enhance the impact of the project:

1. **Increase the life of the project:** During the first year of the project, we have seen success with client engagement from incarceration to enrollment in behavioral health services. The project has been delivering services since November 2021.
2. **Increase the budget to include additional years of service:** The initial budget for this project was underfunded and relied on funding sources from the Mental Health Block Grant and Realignment accounts be fiscally viable.
3. **Include one full time probation officer to exclusively serve project clients:** Presently, coordination efforts with Colusa County Probation are spread amongst several probation officers.

Objective 1 – Increase the life of the project:

The project approval date from the MHSOAC was June 22, 2021 and the first expenditure date for the project was November 1, 2021. There was a delay in securing a permanent location for the project. Despite this delay, the team was able to establish positive working relationships with probation staff and effectively engage those in the criminal justice population.

The additional years of programming would benefit our local efforts to build upon partnerships with entities such as housing resources, employment services, and healthcare to assist in addressing the rural mental health social determinants of health of our criminal justice population. These partnerships are in their infancy and the additional project time will solidify these partnerships.

Addressing social determinants of rural mental health through this project coincides with the implementation of CalAIM and the Enhanced Care Management (ECM) benefit. The additional time may assist the Colusa County team enhance a service array that may be sustainable after the life of the project through the newly established ECM benefit.

Objective 2 – Increase the budget to include additional years of service:

The initial budget for this project was based on the assumption the project was required to remain under a \$500,000 threshold. As a result, the project required funds from the Colusa County Mental Health Block Grant and 1991 and 2011 Realignment revenues. This led to a reduction in revenue to support other behavioral health related services (jail-based care, substance use disordered services, inpatient costs).

It is our objective to fund this project through innovation funds exclusively, which will allow Colusa County to reallocate funds to serve the aforementioned behavioral health services. The projected increase in program costs for the additional years of service delivery is \$495, 969.

Objective 3 – Include one full time probation officer to exclusively serve project clients:

Presently, coordination efforts with Colusa County Probation are spread amongst several probation officers. As a result, of multiple probation officers supervising clients served by our project, we have found collaboration and coordination of efforts to be less efficient and scattered, thus limiting our effectiveness in delivering care.

In collaboration with Colusa County Probation Department, it is our intent to assign one probation officer to supervise all clients identified with mental health needs and those who have been referred to our project team. This change will strengthen the coordination of care and shift from multiple wraparound like teams to one cohesive unit serving those who seek to improve their social determinants of rural mental health and those who are engaged in traditional behavioral health services. The cost associated with adding one full time probation officer through the life of the project is \$487,215.

30 Day Review Period

Physical draft copies of this plan were available for public review with comment forms at CCDBH's front office, Safe Haven Wellness and Recovery Center, and all county library branches. An electronic copy of the plan and a comment form was posted for review on CCDBH's County website.

August 11th – September 11th, 2022

Feedback from stakeholders:

- “Program resources, communication, and education and training costs should be covered under Library Services, not just the cost for staff salaries and benefits.”
 - Resulting Action from the County: The Library Services increased from \$458,700 to \$486,271 to reflect capturing these costs.

Behavioral Health Board Approval/Public Hearing

Approved: September 13th, 2022

Board of Supervisors Approval

Tentative Approval: September 27th, 2022

Colusa County
FY 2022/23 Mental Health Services Act Expenditure Plan
Funding Summary

	Estimated Program Budget
Community Services and Supports	
Estimated Annual Funding	\$ 2,162,142
Programs	
Integrated CSS General System Development-FSP	\$ 899,158
Children System of Care Outreach and Engagement-MDT & WRAP	478,085
Integrated CSS Outreach and Engagement-Safe Haven Wellness and Recovery Center	271,989
Integrated CSS General System Development-NPLH	27,322
Integrated CSS General System Development-ARF	1,340,888
Transfer to Capital Facilities & Technology Funds	500,000
Total CSS Exp	\$ 3,517,442

	Estimated Program Budget
Prevention and Early Intervention	
Estimated Annual Funding	\$ 525,536
Early Intervention-2nd Step	\$ 198,330
Prevention-Friday Night Live (FNL)/Club Live (CL)	151,783
Early Intervention-MHSA Infant to 5 Program	3,036
Prevention-Life and Leadership	77,483
Stigma and Discrimination Reduction-Cultural Competency Committee	16,190
Access and Linkage to Treatment -Youth Center	297,455
Critical Incident Training	30,357
Library Services	486,271
Outreach for Increasing Recognition -CalMHSA	25,000
Total PEI Exp	\$ 1,285,905

	Estimated Program Budget
Innovation	
Estimated Annual Funding	\$ 138,298
Social Determinants of Rural Mental Health	\$ 382,705
Total INN Exp	\$ 382,705

	Estimated Program Budget
Workforce Education & Training	
Estimated Annual Funding	\$ -
WET Loan Repayment, Educational Stipends, & Scholarships	\$ 50,643
Total WET Exp	\$ 50,643

	Estimated Program Budget
Capital Facilities and Technological Needs	
Estimated Annual Funding-Transfer from CSS	\$ 500,000
Facility Expansion	\$ 569,374
Information Technology	230,600
Total CFTN Exp	\$ 799,974

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: District Attorney

FROM: Devin Kelley

SUBJECT: Authorize the District Attorney to apply, sign for, and accept Grant Subaward from CalOES for Victim Witness Assistance Program

Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW22 27 0060 through the California Governor's Office of Emergency Services and further sign any resulting grant subawards, modifications and amendments, subject to Board approval.

Detailed Description/Background of request

The District Attorney's office applies for, and receives grant funding from California Governor's Office of Emergency Services for the Victim Witness Assistance Program. The District Attorney is required to obtain written authorization for executing the grant Subawards and be authorized to sign agreements, amendments, and extensions.

Per the Subrecipient Handbook all subrecipients, except for State Agencies, are required to obtain written authorization (e.g. a Resolution, Board Minutes, or a letter from the Board Chair) from the governing board that the official executing the agreement is, in fact, authorized to do so and includes any amendments, extensions, thereof. Subrecipients must maintain this written authorization on file and make it available upon demand.

Prior Board Action

Previously approved on September 24, 2019 and October 26, 2021

Fiscal Impact/Funding Source

Current Match Waiver Requests have been approved. This is a revenue generating agreement for the County in the amount of \$270,593.

Action for the Clerk

Send Certified Board Order to Devin Kelley at the District Attorney's Office.

ATTACHMENTS:

- VW22 27 0060-SUBAWARD Approval (PDF)

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Colusa **1a. UEI#:** HB96CDAJKLC1

2. **Implementing Agency:** Colusa County District Attorney's Office **2a. UEI#:** HB96CDAJKLC1

3. **Implementing Agency Address:** 310 6th Street Colusa 95932-2413
(Street) (City) (Zip+4)

4. **Location of Project:** Colusa Colusa 95932-2413
(City) (County) (Zip+4)

5. **Disaster/Program Title:** ~~VWA~~ Victim/Witness Assistance Program **6. Performance/** 10/1/2022 **to** 9/30/2023
Budget Period: (Start Date) (End Date)

7. **Indirect Cost Rate:** 10% de minimis **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$170,000					\$170,000
9.	2022	VOCA		\$83,034					\$83,034
10.	2022	VWA0	\$17,559						\$17,559
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$17,559	\$253,034	\$270,593				\$270,593

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Matthew R. Beauchamp Title: District Attorney

Payment Mailing Address: 310 6th Street City: Colusa Zip Code+4: 95932-2413

Signature:  Date: 4/20/22

16. Federal Employer ID Number: 946000508

(FOR Cal OES USE ONLY)

I hereby certify on my personal knowledge that budgeted funds are available for the period of this expenditure stated above.

DocuSigned by:
Mary Rucker 8/23/2022
0A3D0B66E24B485...
(Cal OES Fiscal Officer) (Date)

DocuSigned by:
Heather Carlson 8/23/2022
E76AD62C0BEB440...
(Cal OES Director or Designee) (Date)

ENY: 2022-23 Chapter: 43 SL: 18400
Item: 0690-102-0890 Pgm: 0385
FAIN #: 2020-V2-GX-0031 10/01/19-09/30/24
Fund: Federal Trust AL#: 16.575
Program: Victim/Witness Assistance Program
Match Req.: 20%, C/I/K based on TPC-Match Waived
Project ID: OES20VOCA000012
SC: 2022-18400 Amount: \$170,000

ENY: 2022-23 Chapter: 43 SL: 14300
Item: 0690-101-0903 Pgm: 0385
Fund: State Penalty Fund
Program: Victim/Witness Assistance Program
Match Req.: None
Project ID: OES22VWA0000000
SC: 2022-14300 Amount: \$17,559

ENY: 2022-23 Chapter: 43 SL: 18402
Item: 0690-102-0890 Pgm: 0385
FAIN #: TBD 10/01/21-09/30/22
Fund: Federal Trust AL#: 16.575
Program: Victim/Witness Assistance Program
Match Req.: 20%, C/I/K based on TPC-Match Waiv
Project ID: OES22VOCA000012
SC: 2022-18402 Amount: \$83,034

MAIL LOG #: 758872

RECEIVED by Aaron Ching 6/6/22

SPECIAL CONDITION

Grant Subaward No. VW22 27 0060 is hereby approved with the following condition:

- The 2022 VOCA funds in the amount of \$83,034 cannot be expended until Cal OES has access to funds through the applicable FY2022-23 Federal award.

Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2020	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$195,905,619	\$188,069,394
2022	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$120,361,953	\$115,547,475
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym:
Victim/Witness Assistance Program (VW)
- Project Description:
The purpose of the VW Program is to maintain Victim Witness Assistance Centers (Centers), in each of California's 58 counties, to provide comprehensive services to victims and witnesses of all types of violent crime, pursuant to California Penal Code §13835.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
Yes ☐ No ☒

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)



Grant Subaward Contact Information

Grant Subaward #: VW22270060

Subrecipient: Colusa County

1. Grant Subaward Director:

Name: Brendan Farrell

Title: Chief Deputy District Attorney

Telephone #: (530) 458-0545

Email Address: bfarrell@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

2. Financial Officer:

Name: Devin Kelley

Title: Office Manager

Telephone #: (530) 458-0546

Email Address: dkelley@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

3. Programmatic Point of Contact:

Name: Mary Carmen Godinez-York

Title: Victim Witness Program Manger

Telephone #: (530) 458-0449

Email Address: mgodinez@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

4. Financial Point of Contact:

Name: Devin Kelley

Title: Office Manager

Telephone #: (530) 458-0546

Email Address: dkelley@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

5. Executive Director of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Matthew R. Beauchamp

Title: District Attorney

Telephone #: (530) 458-0545

Email Address: da1@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

6. Official Designee, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Matthew R. Beauchamp

Title: District Attorney

Telephone #: (530) 458-0545

Email Address: da1@countyofcolusa.org

Address/City/ Zip Code (9-digit): 310 6th Street Colusa, CA 95932-2413

7. Chair of the **Governing Body** of the Subrecipient:

Name: Jose Merced Corona

Title: Chair

Telephone #: (530) 458-0508

Email Address: jcorona@countyofcolusa.com

Address/City/ Zip Code (9-digit): 547 Market Street, Suite 102 Colusa, CA 95932-2413



Grant Subaward Signature Authorization

Grant Subaward #: VW22270060

Subrecipient: Colusa County ~~Victim Witness~~

Implementing Agency: Colusa County-District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

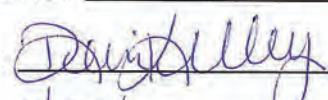
Printed Name: Brendan Farrell

Signature: 

Date: 4/27/22

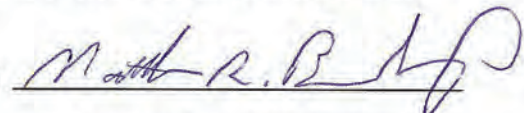
Financial Officer:

Printed Name: Devin Kelley

Signature: 

Date: 4/27/22

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: 

Printed Name: Matthew R. Beauchamp

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: 

Printed Name: Mary Carmen Godinez-York

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Colusa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Colusa County Victim Witness Assistance Program	VW22270060	10/1/2022 - 9/30/2023
2			
3			
4			
5			
6			

I, Matthew R. Beauchamp

(Official Designee; same person as

Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: Matthew R. Beauchamp

Official Designee's Title: District Attorney

Date Executed: 4/26/22

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer

☒ County Financial Officer

☐ City Manager

☐ County Manager

☐ Governing Board Chair

Signature: _____

Typed Name: Robert Zunino

Title: Auditor-Controller

Date Executed: 4-27-22

Federal Fund Grant Subaward Assurances

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of Colusa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Colusa County Victim Witness Assistance Program	VW22270060	10/1/2022 - 9/30/2023
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

- ☐ Subrecipient expends \$750,000 or more in federal funds annually.
- ☒ Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

3. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity

program.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

10. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

11. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

12. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
 - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
 - 1) Subrecipients represent that:
 - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>) for all training or training materials developed or delivered with these funds.

18. Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: Matthew R. Beauchamp

Official Designee's Typed Name: Matthew R. Beauchamp

Official Designee's Title: District Attorney

Date Executed: 4/26/22

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)


Grant Subaward Budget Pages
 Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #: VW22 27 0060		
A. Personnel Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWAO	Total Amount Allocated
Victim Witness Program Manager (1 FTE)				
Monthly Salary (\$7,403 x 12)	\$71,277		\$17,559	\$88,836
Bi-Lingual Pay (\$75.00 x 12)	\$900			\$900
Benefits				
Approx. 41% of \$150,668 = \$61,832	\$61,832			\$61,832
Retirement, Health, SS/MC				
<i>*The Victim Witness Coordinator/Advocate administers services to all victims of crime, along with all other duties for this department.</i>				
Victim Witness Advocate I/II (1 FTE) MVA				
Monthly Salary (\$3,399 x 12)	\$35,991	\$4,797		\$40,788
Benefits				
Approx. 51% of \$83,717 = \$42,929		\$42,929		\$42,929
Retirement, Health, SS/MC				
Fiscal Program Analyst (0.15 FTE)				
Monthly Salary (\$6085 x 12 x .15)		\$10,953		\$10,953
Benefits				
Approx. 45% of \$19,952 = \$8,999		\$8,999		\$8,999
Retirement, Health, SS/MC				
<i>* The Fiscal Program Analyst at 15% of one staff member, administers and monitors the grant and budget along with payroll, A/R, A/P, and all fiscal duties.</i>				
Worker's Compensation Insurance (includes MVA)		\$815		\$815
Personnel Costs Fund Source Totals	\$170,000	\$68,493	\$17,559	\$256,052
PERSONNEL COSTS CATEGORY TOTAL	✓	✓	✓	\$256,052

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)


Grant Subaward Budget Pages
 Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #: VW22 27 0060		
B. Operating Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWA0	Total Amount Allocated
Indirect - 10% de Minimis 10% of \$261,148 (MTDC) = \$26,115 <i>*claiming less</i> Use for 10% - Auditor, Treasurer, Personnel, Custodian, IT, Purchasing, County Council, HR		\$9,445		\$9,445
Software PC Internet Security/Email x 3 (1 MVA) Case Management Maintenance Allocation x 2 (1 MVA) <i>* Case Management program eProsecutor cost is \$2539 per user per year</i>		\$18 \$5,078		\$18 \$5,078
Operating Costs Fund Source Totals		\$14,541		\$14,541
OPERATING COSTS CATEGORY TOTAL				\$14,541

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)



Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: Colusa County		Grant Subaward #:VW22 27 0060		
C. Equipment Costs - Line-item description and calculation	20 VOCA	22 VOCA	22 VWA0	Total Amount Allocated
None requested.				
Equipment Costs Fund Source Totals				
EQUIPMENT COSTS CATEGORY TOTAL				

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	20 VOCA	22 VOCA	22 VWA0	Total Project Cost
Fund Source Totals	\$170,000	\$83,034	\$17,559	\$270,593

✓

✓

✓

✓

✓

HG

AC

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

VSPS Budget Summary Report

2.5.a

VW22 Victim/Witness Assistance Program

Subaward #: VW22 27 0060

Colusa County

Performance Period: 10/01/22 - 09/30/23

Victim/Witness Assistance Program

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	170,000	0	170,000	0	170,000
F	22VOCA	68,493	0	68,493	0	68,493
S	22VWA0	17,559	0	17,559	0	17,559
Total A. Personal Services - Salaries/Employee Benefits:		256,052	0	256,052	0	256,052

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	0	0	0	0	0
F	22VOCA	14,541	0	14,541	0	14,541
S	22VWA0	0	0	0	0	0
Total B. Operating Expenses:		14,541	0	14,541	0	14,541

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	0	0	0	0	0
F	22VOCA	0	0	0	0	0
S	22VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	0	0	0	0	0
Total Funded:	270,593	0	270,593	0	270,593
Total Project Cost:	270,593	0	270,593	0	270,593

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

08/23/22

Packet Pg. 52

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Budget Narrative

This proposed budget will be focused on supporting the objectives and activities of this project by providing victims and witnesses of crime with the mandatory and optional services that are outlined by the Victim Witness (VW) grant. With the additional Mass Victimization Advocate (MVA) funding, our Victim Witness Center will be better equipped to participate in a coordinated community response to mass victimization/terrorism incidents.

All services are provided in an effort to reduce the trauma and insensitive treatment victims and witnesses may have experienced as a result of being a victim or a witness to crime. The VW budget will allow the project to partially accomplish its objectives by providing employment of a full-time Victim Witness Program Manager and a full-time Mass Victimization Advocate.

The majority of the budgeted funds will be allocated primarily to pay the salary of the Program Manager and the Mass Victimization Advocate. By doing so, we can ensure victims and witnesses are being provided the necessary services as outlined by the grant. Funds will also pay for trainings and conferences that support the Victim



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Witness Program services. The Victim Witness Program is housed within the District Attorney's Office.

As stated in the Colusa County Project Narrative, Colusa County encompasses 1,156 square miles of the Sacramento Valley and contains a population of approximately 21,917. The Colusa County Victim Witness Program is located in the City of Colusa. The City of Colusa is the county seat and approximately 6,400 people live within the city limits. The majority of the remaining county population is located in the surrounding communities. This year, there will not be enough funds to support the much needed Extra-Help Victim Advocate I position. We hope that future funding will increase so that we can again have this position in our Victim Witness Program.

Funds are also allocated to pay for office supplies needed for running the office and materials needed for community assistance, presentations, and membership dues. Though in-person trainings and meetings are slowly opening back up, we continue to budget for the Program Manager to attend all mandatory CalOES and CCVAA meetings and trainings, as well as two CDAA conferences. The MVA will also be budgeted to attend all mandatory CalOES meetings and trainings and any pertinent Crisis Response Trainings, as they become available. If



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

any future trainings are out of state, out of state travel requests, along with the required CalOES forms, will be submitted. With budgeting as we have, we hope to minimize administrative costs, allowing most of the costs to be covered by the grant; Match Waiver requests will be submitted.

The Program Manager and the Mass Victimization Advocate will be budgeted at 100% and the Fiscal Analyst will be budgeted at 15%.

The Program Manager will be spending the majority of her time working directly with victims and witnesses, to ensure they are being provided with the mandatory services as required by the grant. The Program Manager will also supervise and support the Mass Victimization Advocate, as well as compile statistics, prepare progress reports and grant applications, in compliance with the grant deadlines. The Program Manager will maintain litigation calendars in order to update victims and witnesses with case status and disposition throughout the court process, and provide court support to victims and witness when asked to do so, or when deemed necessary. With one person managing and advocating, it is impossible to provide court support to all victims, but will continue to do so as requested and whenever possible. The Program Manager will also strive to facilitate and maintain strong relationships with local law enforcement and service providers



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

within the county and in neighboring counties, so our community can better serve victims and witnesses of crime.

The Program Manager will also attend community meetings to provide training, support, and education about the program. This duty will also be done on an as needed, permitted, or as requested basis.

The Program Manager will be responsible for the daily duties of running the office, supervising staff, maintaining statistical records for the purpose of preparing progress reports and preparing and submitting the yearly grant application. This will all be done while ensuring all program goals are met. The Fiscal Program Analyst will be preparing and submitting reports for expenditures, modifications, and requests for funds. The Fiscal Program Analyst will prepare the budget pages of the grant application, as well as prepare and submit request for payment via 201's.

The Program Manager possesses a Master's degree and has attended the revamped Advanced Training for Victim Advocates and Coordinator Training. She has attended the new 3-day CCVAA Crisis Response Training and the CalOES Regional Training. She usually attends the Winter and Summer CDAA trainings, but due to Covid, conferences and trainings have been slowly coming back. She is



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

budgeted to attend meetings and trainings that are offered at no/low cost, all in an effort to gain experience and keep up-to-date on the latest legislature, trends and resources.

The MVA has attended CalVCB training, CATA training on Trauma, CATA training on Crimes Against Children, and the new CCVAA 3-day Crisis Response Training. She completed the CCVAA 40-hour Entry Level Training and the Advanced Level 40-hour training, and attended the out of state Leave No Victim Behind training a couple years ago. The Mass Victimization advocate (MVA) will continue to strengthen the comprehensive response/mass victimization assistance plan structure to identify and respond to victim needs. The MVA is actively involved in the regional meetings geared towards a multi-county aid response, utilizing the designated funding for purchase of go-bags, safety apparel, emergency gift cards, management and technology supplies, and other resources needed for deployment. They will continue to collect and purchase as needed, those supplies. The MVA will use the program vehicle to help meet this position's objectives, such as: contacting allied providers, attending necessary meetings, conducting outreach events, and to use for deployment during a crisis response to mass victimization/terrorism events. Funds are



Grant Subaward Budget Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

also allocated to pay for office supplies, needed for running the office and materials needed for community assistance, presentations, and outreach activities.

Our hopes to continue, and be better able to, promote awareness about the program and its services, while we continue to educate the community and local law enforcement, so they are aware of victim's rights and needs. With most of the grant going towards salaries and office expenses, and with community events, training and conferences starting back up, we are intending to use our budget towards community outreach and professional development this year. Our MVA will conduct outreach activities and we will continue to take advantage of any free community events to promote our services so that we can be seen, recognized and can provide pertinent information to the community.

There is no necessity for sub-contract nor do we anticipate any unusual expenditures.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Project Narrative

1. PROBLEM STATEMENT

The Colusa County Victim Witness Program services all victims of crime. As each year passes and the community continues to grow and the amount of new victims continues to increase for our program. The Victim Witness Program continues to thrive within the implementing agency of the Colusa County District Attorney's Office. Awareness of the existence of the program continues to increase, allowing victims and witnesses to be better served and to ensure their needs are being met.

Law Enforcement, Probation, and Judges have become more accustomed to the idea that an Advocate will be present at court hearings, will keep the victims informed of court proceedings, and will keep the victims and witnesses informed of their rights as victims and/or witnesses. Our program is ensuring that victim's rights are not overlooked in our county. The rights for victims to give input on the case, to be present at all hearings if they wish to be present, to have input about restitution, and to provide a Victim Impact Statement at sentencing is common practice. We continue to actively advocate for victims to access these rights; and if they wish to



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

discuss the case with a prosecutor, we ensure they are afforded this opportunity by facilitating a meeting between the two. With a continued and consistent Victim Witness Program, we continue to see progress with Law Enforcement, Probation, and Judges each year.

In the past, Probation had a difficult time ensuring that the victim was contacted for a Victim Impact Statement and for restitution issues, but progress has been made. Together with the Victim Witness Program, Probation has developed a protocol procedure; and, if Probation cannot get in contact with a victim, they reach out to the Victim Witness Unit to inquire if we have had any contact with the victim or provide us with a request to make contact. This process has been working well for over six years.

Law Enforcement, historically, had a difficult time advising victims that they have a right to have an Advocate present before being interviewed. They are doing better at this now, and through continued communication with the Victim Witness Program, and continued meetings presentations, they continue to make improvements in this area and assess when a call out would be appropriate.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Last, but not least, Judges have become accustomed to the fact that victims have the right to be present at all hearings, including juvenile hearings, and to be heard. They have also grown to expect it. That is a great accomplishment we continue to be very proud of.

The Victim Witness Program Manager has become an integral part of the Colusa County Multi-Disciplinary Interview Team, organized some 11 years ago. Child victims and victims of sexual assault benefit greatly with this team being available, having only one interview conducted by a trained interviewer while the rest of the team is viewing remotely to ensure nothing is missed. This protects the victim from the potential of being re-victimized and/or re-traumatized every time s/he is interviewed. The Advocate is always present and can provide support and services to the victim early on in the investigation. This team is made up of a Deputy District Attorney, a member of the Sheriff's Department, a member from the Police Department, a representative from Child Protective Services, a member of Behavioral Health, a Forensic Interviewer, and the Victim Witness Program Manager and/or Advocate. Our updated our interview room and family waiting area, have made it more comfortable and inviting for victims of all ages and their families.

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Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

One major problem in this County is the lack of counselors. Behavioral Health continues to work closely with us and the CalVCB program to offer counseling services to victims. We have an Operational Agreement that extends until the end of the funding year 2025 and the Program Manager attends monthly Multi-Disciplinary Team meetings at the Department of Behavioral Health in an effort to work collaboratively with that organization and advocate the need of our crime victims.

The rural communities of Colusa still lack the necessary resources for victims of crime, (i.e., domestic violence shelter, rape crisis center, and more counselors). I am happy to report that there is a group locally that is working very hard to have a Domestic Violence Shelter open next year. I am actively attending meetings and offer support where I can. Once the shelter is in place, it will be a great resource in our county where our highest crime numbers come from Domestic Violence. The project continues to strive to maintain good working relationships with the other in-county resources that are available. We also maintain working relationships with our sister counties in order to provide victims with needed services and provide victim's with a list of counselor's in those counties. The Program Manager attends bi-monthly tri-county meetings that offer additional resources to our county victims. Even with the lack of resources available within the county, the program does not limit itself to any

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Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

particular crimes. If the resources are not available within our county, we are able to provide referrals to surrounding counties and are able to provide transportation to these services, if needed. Being flexible and maintaining good relationships, allows us to provide services to all victims/witnesses of any and all crime types.

This project continues to improve in the area of crisis intervention. We are often not given the opportunity to provide crisis intervention at the scene of a crime due to lack of project staff to respond during a crisis, and law enforcement not calling out for the Advocate during a crisis. With an added staff member through the Mass Victimization Advocate (MVA) augment, we are better equipped to respond to crisis events.

Our program continues to attend regional meetings, create operational agreements, along with policy and procedures, for a coordinated community response infrastructure to respond to mass victimization/terrorism incidents. The Covid-19 restrictions did slow down this process, but through innovation and technology, zoom meetings did take place on a regular basis. Recently, in person meetings and trainings have started taking place and will definitely aid in the networking and continued development of the program objectives. Our MVA has been with us 3 years and is working diligently to create the infrastructure that our



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

county needs to create the policies and procedures to adequately respond to a mass victimization incident. Due to lack of project staff, it is difficult to allot the time needed to implement, support and enhance response readiness to mass victimization/terrorism incidents; therefore, we are reaching out to our sister counties for support, guidance and collaboration in creating a region-wide crisis response team.

Colusa County encompasses 1,156 square miles of the Sacramento Valley and contains a population of approximately 21,917. The Colusa County Victim Witness Program is located in the City of Colusa. The City of Colusa is the county seat and approximately 6,400 people live within the city limits. The majority of the remaining county population is located in the surrounding communities, which are within one-hour travel time from Colusa.

Approximately sixty (60) percent of the population of Colusa County is of Hispanic origin. This number continues to grow consistently. Due to cultural traditions, legal status, language barriers, distrust of law enforcement, and lack of criminal justice system knowledge, it is often not easy to convince this population to accept or seek out our services. In an effort to address this issue, our Program Manager is fluent in both English and Spanish. This makes it easier to communicate the importance of



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

reporting a crime, understanding the court process, and participating in the prosecution of the case. Also, knowing they can communicate their questions and concerns in their own language eases many of their fears. The Program Manager is bilingual and bicultural which also helps clients identify and feel more at ease and therefore, may be more willing to seek out services and take advantage of those services available to them.

2. PLAN AND CAPABILITIES

To address the project's need of crisis intervention we continue to work closely with local law enforcement through daily interaction, education and training about the Victim Witness Assistance Program. In order to foster a better working relationship, this method seems to be working in its majority. As a result of this effort, we are receiving more referrals and calls from law enforcement, requesting we provide services to victims. Law enforcement officers provide victims with Marsy's Law and local Victim Witness resource and referral information at the time of initial contact. Law Enforcement continues to hand out the informational brochure that was created by the Program Manager of the Victim Witness Program in both English and Spanish, that is filled with pertinent information about local resources and lists their right's as victims of crime. Our program has also provided Law Enforcement with the



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Sexual Assault Survivor's Bill of Rights, also in English and Spanish, to include with Marsy's Law informational brochure when they are handling any sexual assault cases. Law Enforcement provides a copy of the police report to the Victim Witness Unit, which allows the unit to help victims obtain copies and apply for the Victim Compensation Program in a timely manner. On occasion, Law Enforcement will walk a victim to the Victim Services office to provide immediate services. When a violent crime occurs, an Advocate is not usually called out to provide services to victims after work hours due to a lack of personnel. The Advocate is available after hours and can be reached and deployed for emergency situations through their issued cell phone. The project intends to continue providing education to law enforcement so that, as a team, we can respond better to victims during crisis. We also receive telephone referrals from local law enforcement and other community agencies. Overall the program continues to pick up speed and is working well with all agencies.

The program also receives referrals from the District Attorney's Office, the Probation Department, CPS, APS, private medical and mental health professionals, as well as schools.

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Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Community outreach to the Hispanic population is particularly important in this community. Informing them of their rights as victims, and providing them with information of services available to them in their own language, allows us to more effectively provide the needed services to this particular underserved population. We have translated the brochure that law enforcement hands out to victims at initial contact. The Sexual Assault Survivor's Bill of Rights is also provided in Spanish. We provide other Spanish pamphlets that illustrate general information of services and educational resources the program offers, including immigration visa information pertaining to victims. A list of community resources with current contact information is also provided. The goal of this project, although difficult due to personnel issues, is to participate in community activities that promote education and awareness of the great impact that is caused when someone becomes a victim of crime. Then, to offer the available resources that will help get them closer to the place they were before the crime incident.

To continue to address the continued development of a victim assistance plan to support and enhance coordinated immediate response and recovery efforts and establish readiness in response to mass victimization/terrorism incidents; our Victim Witness Program has a full time Mass Victimization Advocate (MVA), and their goal is



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

to continue meeting the Mass Victimization grant objectives. The MVA continues to develop and enhance the comprehensive response/mass victimization assistance plan structure to identify and respond to victim needs. They are also developing victim assistance crisis response protocols, developing and implementing MOU's or OA's with Victim Witness Centers in neighboring counties and other allied service providers. Since Covid-19 zoom and phone meetings had become the norm, now that Covid-19 restrictions are being lifted, the MVA will conduct in person community outreach and education, and participate in community meetings with law enforcement, victim services, legal services, prosecutors, city government, emergency management, medical services, and schools. The MVA will continue to utilize the designated funding for purchase of all materials necessary to use for deployment to best assist victims during and after a mass crisis event; including management and technology supplies, and any other resources needed for deployment during a mass victimization/terrorism event. The MVA in meeting this position's objectives, will attend necessary meetings/trainings in person when available, and through other technological means. The MVA will maintain a modified Victim Witness caseload in conjunction with working towards meeting position objectives, when the time permits. The MVA will be required to attend all CalOES and CCVAA required trainings, and will be encouraged to attend additional

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Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

relevant trainings to expand their knowledge base. This MVA position will be supervised by the Victim Witness Program Manager.

The Victim Witness Program Manager ensures that we are ADA compliant. Our current building is ADA compliant. We are prepared to provide services that are responsive to the special needs of victims or witnesses of violent crimes, and to victims that are elderly or disabled. We are prepared to provide listening devices during court proceedings for the elderly and hearing impaired. We can also conduct field visits and provide services or transportation to and from court proceeding if needed. The courts and the Victim Witness office have wheelchair ramps and provide access to elevators. The restrooms and lavatories are wheelchair assessable.

At this time our Program Manager is current on all required trainings and along with the MVA, have attended the CCVAA Regional Crisis Response Training, which focused on crime-related mass violence incidents. The Program Manger will also attend both CDAA Conferences and quarterly CCVAA meetings. The MVA has attended the 40-hour Entry Level Training and the 40-hour Advanced Level Training. They will be attending the Crisis Response Training II this fall. Our Program Manager and MVA will continue to attend trainings of varying victim-centered topics when



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

available and when the time allows, and will submit out of state request for any national conferences they may attend.

The Colusa County Victim Witness program will continue to provide the highest quality of services to victims as both the victims and the community have come to expect. Victims of all types of qualifying crime will be contacted and offered services appropriate to their needs. Ensuring victims and witnesses receive the service they are entitled to, is this project's number one priority. As such, the program provides, and will continue to provide, mandatory and optional services to victims and witnesses of violent crime, at their request, without discrimination. Aside from the mandatory services, this project also provides assistance to victims of property crimes committed by both adult and juvenile offenders. Although we cannot assist these victims with all services, this project, at the request of the victim, assists in obtaining restitution orders at the time the defendant is sentenced or when a juvenile case is dispositioned.

This project provides services in an office setting, and does so by appointment and on a walk-in basis, as well as via telephone or zoom calls, and when necessary, field visits. This office is able to conduct field visits through the use of a Victim Witness



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Program vehicle. The Program Manager is supervised by the Chief Deputy District Attorney.

The Colusa County Victim Witness Program continues to have an Operational Agreement with Casa de Esperanza (located in Sutter County). Casa de Esperanza is a non-profit agency that provides shelter, counseling, a crisis hotline and other valuable services to victims of domestic violence and sexual assault. This program also continues to have Operational Agreements with various other agencies, all in an effort to provide victims and witnesses of crime with the best services possible.

The Victim Witness Program has assumed a leadership role within the victim services network. The Program Manager works closely with personnel from Colusa Child Protective Services, Adult Protective Services, Probation Department, Consolidated Courts, Mental Health, Law Enforcement and the District Attorney's Office. The Program Manager attempts to provide annual trainings to the agencies listed above, to educate and update them and their new employees of services available to clients. The Program Manager serves as an active Board of Directors Member in the California Crime Victims Assistance Association (CCVAA).

The Victim Witness Program is proud of all it has accomplished and hopes to continue to work collaboratively with other victim service agencies in order to



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

provide comprehensive wraparound services to all crime victims in Colusa County, to ensure no victim is left behind or forgotten.

The VW grant funds will pay for the full-time Program Manager salary, the full-time Mass Victimization Advocate, and the 15% Fiscal Analyst. Though there is always a need for a Part-time VW Advocate to help provide better services to victims and witnesses, we are grateful to have the MVA position to assist the VW program, when time permits. We continue to reach out to colleges and universities in the surrounding areas for volunteer opportunities with our program. It is a daunting task due to our rural location. The Covid-19 pandemic made outreach even more difficult. In the past, we were successful in obtaining interns to learn about the program and help provide assistance to the Victim Witness Program. Being a rural community it has been a challenge to retain interns, and therefore have a high turnover rate, as oftentimes community college volunteers, when they have completed their semester, move on to a 4-year institution usually out of the area. The goal each year is to connect with professors in fields such as: criminal justice, political science and social services; to create a partnership and include volunteer assistance in our program as a class project. Once volunteers pass through a screening process, clearance, and orientation, they become responsible for inputting data, sending letters, attending court proceedings, and gathering case information for victims.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW22270060

Subrecipient: County of Colusa

Their time is kept through a timecard that is stamped with their in/out times and breaks they are entitled to. We will be submitting a Volunteer waiver justification letter as a precautionary measure if we are not able to secure a volunteer again this year.

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)



Operational Agreement Summary

Grant Subaward #: VW22270060

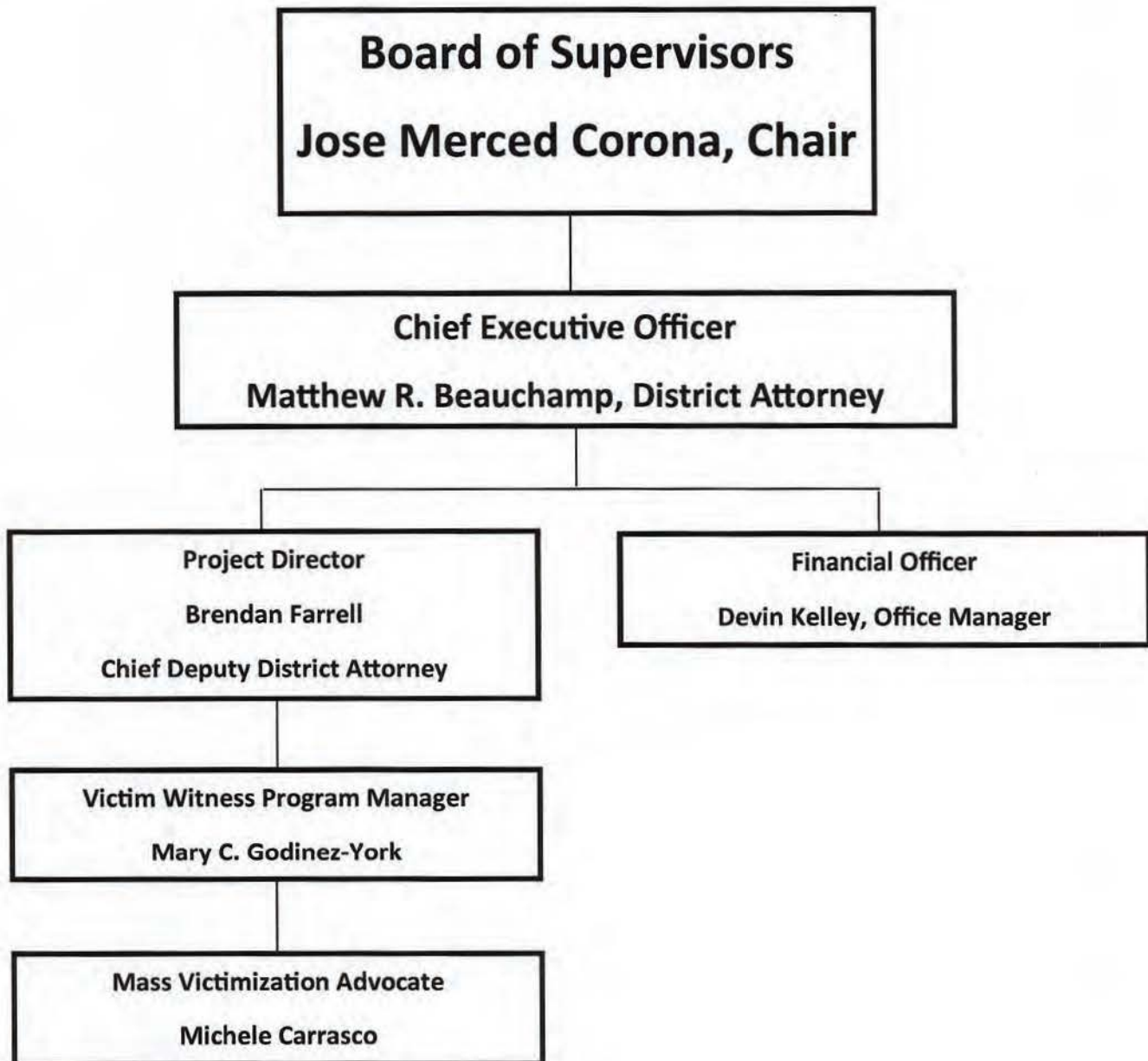
Subrecipient: Colusa County ~~Victim Witness~~

AC

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Colusa County Social Services	05/02/2022	05/02/22 to 09/30/25
2. Williams Police Department	04/27/2022	04/27/22 to 09/30/25
3. Colusa County Sheriff's Department	04/28/2022	04/28/22 to 09/30/25
4. Casa de Esperanza	06/24/2019	06/24/19 to 09/30/22
5. Colusa County Probation Department	04/26/2022	04/26/22 to 09/30/25
6. Colusa County District Attorney	04/27/2022	04/27/22 to 09/30/25
7. Colusa County Behavioral Health	04/27/2022	04/27/22 to 09/30/25
8. Colusa Police Department	05/05/2022	05/05/22 to 09/30/25
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

VICTIM WITNESS ORGANIZATIONAL CHART





Volunteer Waiver Request

Grant Subaward #: VW22 27 0060

Subrecipient: Colusa County

Justification:

We have one full time Victim Witness Program Manager and one Mass Victimization Advocate in our office. I have continuously tried to reach out to a satellite college in Williams to recruit volunteers, but have found it to be no easy task. Because we are a rural community, students usually have to drive from other rural towns to attend the satellite program. Our county is small when it comes to population, but very large when it comes to surface area. **I think it is also important to note the current Covid-19 situation and our program trying to minimize face to face contact whenever it is possible, as another hindrance to seeking volunteers. It is also important for me to note, that when our program has in the past secured interns/volunteers, they do not stay past one semester as they usually head off to a bigger institution like Sacramento or Chico State. I find myself spending most of the semester training volunteers, and when they are finally ready to have less supervision, they leave.

Having said that, and being the only program Supervisor/Manager, it can be cumbersome and frustrating as I am the sole person responsible to gather data and write and submit reports/grants. I understand the value of volunteers and I will continue to try my best every year to acquire them. Thank you for your time and attention to this matter.

Cal OES Approval

☒ Approved ☐ Denied

Anna Chung
Program Specialist Signature

7/12/2022

Date

☒ Approved ☐ Denied

Susan Grace
Unit Chief Signature

7/12/2022

Date

OFFICE OF
COLUSA COUNTY

2.5.a

MATTHEW R. BEAUCHAMP
DISTRICT ATTORNEY E

DISTRICT ATTORNEY

DAVE SALM E
CHIEF INVESTIGATOR E

BRENDAN FARRELL E
CHIEF DEPUTY DISTRICT ATTORNEY E

VICTIM WITNESS DIVISION

346 5TH STREET, SUITE 101 E
COLUSA, CALIFORNIA 95932 E
PHONE 530-458-0545 E
FAX 530-458-0517 E

MARY C. GODINEZ-YORK E
VICTIM WITNESS ADVOCATE E

April 26, 2022 P

Volunteer Waiver P

To Whom It May Concern, P

I am writing this letter in support of our justification to be allowed a volunteer .P waiver. We have one full time Victim Witness Program Manager and one Mass .P Victimization Advocate in our office. I have continuously tried to reach out to a .P satellite college in Williams to recruit volunteers, but have found it to be no easy .P task. Because we are a rural community, students usually have to drive from .P other rural towns to attend the satellite program. Our county is small when it .P comes to population, but very large when it comes to surface area. **I think it is .P also important to note the current Covid-19 situation and our program trying to .P minimize face to face contact whenever it is possible, as another hindrance to .P seeking volunteers. .P

It is also important for me to note, that when our program has in the past secured .P interns/volunteers, they do not stay past one semester as they usually head off to .P a bigger institution like Sacramento or Chico State. I find myself spending most of .P the semester training volunteers, and when they are finally ready to have less .P supervision, they leave. .P

Having said that, and being the only program Supervisor/Manager, it can be P cumbersome and frustrating as I am the sole person responsible to gather data P and write and submit reports/grants. P

I understand the value of volunteers and I will continue to try my best every year P to acquire them. Thank you for your time and attention to this matter. P

Sincerely, P

Mary C. Godinez-York P
Victim Witness Program Manager P
(530)P458-0449P

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY SOCIAL SERVICES AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Social Services intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in **the County of Colusa**. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

- A) Upon referral, contact victims and/or witnesses of crime to provide services and assistance.
- B) Upon request, the Victim Witness Coordinator will provide training to Colusa County Social Services regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of department staff.

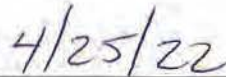
Colusa County Social Services will:

- A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime.
- B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.
- C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

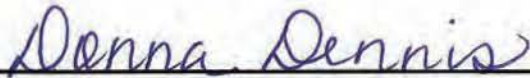
This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Social Services, and Office of Emergency Services.



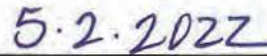
Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center



Date



Donna Dennis
Program Manager
Colusa County Social Services



Date

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN WILLIAMS POLICE DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Williams Police Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

- A) Be readily available to law enforcement officers to provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 am-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.
- B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.
- C) Upon request, the Victim Witness Coordinator will provide an annual training to the Williams Police Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Williams Police Department will:

- A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.
- B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

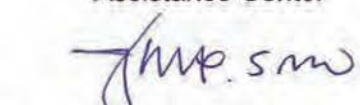
This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Williams Police Department, and Office of Emergency Services.



Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/22

Date



James Saso
Chief of Police
Williams Police Department

4/27/2022

Date

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY SHERIFF'S DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Sheriff's Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

- A) Be readily available to law enforcement officers to provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 pm-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.
- B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.
- C) Victim Witness staff shall coordinate with the Crime Prevention Unit, upon request, to provide side by side assistance in making public presentations, etc. relating to crime prevention and victim services.
- D) Upon request, the Victim Witness Coordinator will provide an annual training to the Colusa County Sheriff's Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Colusa County Sheriff's Department will:

- A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.
- B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Sheriff's Department, and Office of Emergency Services.



Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/22

Date



Joe Garofalo
Sheriff Coroner
Colusa County Sheriff's Department

4-28-22

Date

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY DISTRICT ATTORNEY AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County District Attorney intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

- A) Be the implementing agency of the Colusa County Victim Witness Assistance Center, as set forth in the current Grant Award Agreement
- B) Be available to the District Attorney, Deputy District Attorneys, District Attorney Investigators, as well as the Statutory Rape Coordinator to provide assistance to victims and/or witnesses of crime. Specifically, upon request, Victim Witness staff will accompany victims/witnesses for support during interviews conducted by the District Attorney staff as well as at trials and other court hearings.
- C) Victim Witness staff will be readily available to victims and/or District Attorney staff to assist and/or help coordinate follow-up contact between the district attorney's office and the victim.
- D) Upon request, the Victim Witness Coordinator will provide training to the Colusa County District Attorney's Office regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of District Attorney staff.

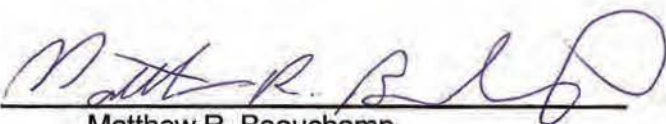
Colusa County District Attorney will:

- A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime.
- B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.
- C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County District Attorney, and Office of Emergency Services.


 Mary C. Godinez-York
 Victim Witness Program Manager
 Colusa County Victim Witness
 Assistance Center

4/20/22
 Date


 Matthew R. Beauchamp
 Colusa County District Attorney

4/27/22
 Date

OPERATIONAL AGREEMENT BETWEEN COLUSA COUNTY BEHAVIORAL HEALTH SERVICES AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa County Behavioral Health Services intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

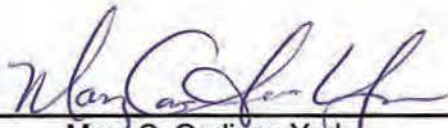
The Colusa County Victim Witness Assistance Center will:

- A) Upon referral, contact victims and/or witnesses of crime to provide services and assistance.
- B) Refer Clients to Behavioral Health who may be in need of counseling services due to victimization.
- C) Upon request, the Victim Witness Coordinator will provide training to Colusa County Behavioral Health regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address questions/concerns of department staff.

Colusa County Behavioral Health will:

- A) As a secondary referral source, contact Victim Witness staff to refer victims/witnesses of crime
- B) Inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing victims with the Center's address and/or telephone number.
- C) Display and provide victim/witnesses of crime with applications for Crime Victim Compensation.

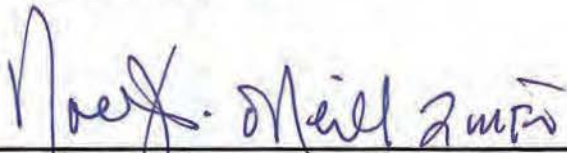
This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa County Behavioral, and Office of Emergency Services.



Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

Date

4/25/2022



Noel O'Neill
Interim Director
Colusa County Behavioral Health

Date

4/27/2022

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

OPERATIONAL AGREEMENT BETWEEN COLUSA POLICE DEPARTMENT AND COLUSA COUNTY VICTIM WITNESS ASSISTANCE CENTER

This Operational Agreement stands as evidence that the Colusa County Victim Witness Assistance Center and the Colusa Police Department intend to work together toward the mutual goal of providing maximum available assistance to victims and/or witnesses of crime residing in the County of Colusa. To achieve this goal, both agencies agree upon the implementation of the following strategy:

The Colusa County Victim Witness Assistance Center will:

- A) Be readily available to law enforcement officers to provide assistance to victims and/or witnesses of crime. Specifically, upon officer request, immediate crisis intervention contact will be made with crime victims by Victim Witness staff either in person or by telephone contact to the Center during business hours (Mon.-Fri. 8:30 am-5pm). Victim Witness staff is also available after hours for cases which warrant immediate attention (i.e. death involved or grievously violent). When assistance is requested after hours, telephone contact shall be made directly to the Coordinator.
- B) Victim Witness staff will be readily available to victims and/or law enforcement officers to assist and/or help coordinate follow-up contact between law enforcement and the victim.
- C) Upon request, the Victim Witness Coordinator will provide an annual training to the Colusa Police Department regarding the services that are available to victims/witnesses through the Victim Witness Program. At this time the Coordinator can also address officer questions/concerns.

Colusa Police Department will:

- A) As a primary referral source, forward applicable Crime and Incident Reports to the Victim Witness Assistance Center on a daily basis so that Victim Witness staff can contact victims and/or witnesses of crime to offer services and assistance in a timely manner. Referrals may also be made by any other means deemed appropriate by the officer.
- B) As a primary referral source, inform victims of violent crimes that Victim Witness Assistance is available in Colusa County by providing the victim with the Center's address and/or telephone number.

This operational agreement shall be effective immediately upon signing through September 30, 2025. Amendments to this operational agreement must be made in writing and will require the approval of the Colusa County Victim Witness Assistance Center, Colusa Police Department, and Office of Emergency Services.



Mary C. Godinez-York
Victim Witness Program Manager
Colusa County Victim Witness
Assistance Center

4/25/2022
Date



Joshua Fitch
Police Chief
Colusa Police Department

5.5.22
Date

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)



Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW22 27 0060
2. Subrecipient's Name: Colusa County
3. Grant Subaward Performance Period 10/01/2022 through 09/30/2023
4. VOCA Fund Source #1: 20VOCA

VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 170,000

Amount of Match Proposed (post approved Match Waiver): \$ 0

5. VOCA Fund Source #2 (if applicable): 22VOCA

VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 83,034

Amount of Match Proposed (post approved Match Waiver): \$ 0

6. Briefly summarize the services provided:

This Sub-recipient focuses on supporting the objectives and activities of this project by providing victims and witnesses of crime with the mandatory and optional services that are outlined by the Victim Witness (VW) grant. We have decided to accept the Mass Victimization Advocate (MVA) optional funding in order to continue working on our Victim Witness Center to participate in a coordinated community response to mass victimization/terrorism incidents.

7. Describe practical/logistical obstacles and/or local resource constraints to providing match:

Due to the fact that we are a small rural county, we deal with issues such as restricted use of funding and less funds in other areas to cover things that are not VOCA allowable, shortage of fundraising opportunities, lack of interest from interns for unpaid work and fewer opportunities to find new sources of in-kind donations. With our county's budgetary issues, it would be burden on our county to meet the required match without this waiver.

Additionally, due to COVID safety issues and/or lack of interest, it is difficult to recruit volunteers.

Approved ☒

Denied ☐

Susan Grace

Unit Chief Name

Unit Chief Signature

04/07/2022

Date

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

2.5.a

Subrecipient: County of Colusa	UEI # HB96CDAJKLC1	FIPS #: 011-00000
Grant Disaster/Program Title: Colusa County Victim Witness Assistance Program		
Performance Period: 10/01/22 to 09/30/23	Subaward Amount Requested: \$ 270,593	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

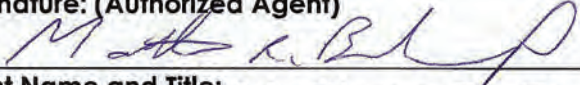
Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years ☐
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	3-5 years ☐
3. How many grants does your organization currently receive?	1-3 grants ☐
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 270,000
5. Are individual staff members assigned to work on multiple grants?	No ☐
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes ☐
7. How often does your organization have a financial audit?	Periodic ☐
8. Has your organization received any audit findings in the last three years?	No ☐
9. Do you have a written plan to charge costs to grants?	Yes ☐
10. Do you have written procurement policies?	Yes ☐
11. Do you get multiple quotes or bids when buying items or services?	Sometimes ☐
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years ☐
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes ☐

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date: 4/26/22
Print Name and Title: Matthew R. Beauchamp District Attorney	Phone Number: (530) 458-0545
Cal OES Staff Only: SUBAWARD #VW22 27 0060 AC	

Attachment: VW22 27 0060-SUBAWARD Approval (8612 : Authorize the District Attorney to apply/sign for CalOES Grant)



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW22270060

Subrecipient: Colusa County ~~Victim Witness~~

1. County or Counties Served:
Colusa County

County where principal office is located: Colusa County

2. U.S. Congressional District(s) Served:
District 3

U.S. Congressional District where principal office is located: District 3

3. State Assembly District(s) Served:
District 3*
District 4

State Assembly District where principal office is located: District 3

4. State Senate District(s) Served:
District 4

State Senate District where principal office is located: District 4

5. Population of Service Area: 21,917



COLUSA, COUNTY OF

Unique Entity ID HB96CDAJKLC1	CAGE / NCAGE 3QBH9	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Nov 13, 2022	
Physical Address 546 Jay Street STE 200 Colusa, California 95932-2400 United States	Mailing Address 546 Jay Street STE 202 Colusa, California 95932-2400 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 03	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Oct 18, 2021	Submission Date Oct 14, 2021	Initial Registration Date Jan 28, 2004
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Entity Dates

Entity Start Date Nov 4, 1851	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types**U.S. Local Government****County****Other Government Entities****Council of Governments****Financial Information**

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

3QBH9**Points of Contact****Electronic Business****ROBERT ZUNINO****546 Jay STREET, Suite 202****Colusa, California 95932****United States**

ANDREA NAVARRO

546 Jay STREET, Suite 202

Colusa, California 95932

United States

Government Business**ROBERT ZUNINO****546 Jay STREET, Suite 202****Colusa, California 95932****United States**

ANDREA NAVARRO

546 Jay STREET, Suite 202

Colusa, California 95932

United States

Service Classifications**NAICS Codes**

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obratsov

SUBJECT: Preceptorship Agreement with The Regents of the University of California on behalf of University of California, Davis School of Nursing

Approve Preceptorship Agreement with **The Regents of the University of California** on behalf of **University of California, Davis School of Nursing** for educational Masters Entry Program in Nursing ("MEPN") for nursing students.

Detailed Description/Background of request

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

The term of the agreement is three (3) years from the execution of the agreement

Prior Board Action

None

Fiscal Impact/Funding Source

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

Action for the Clerk

Please obtain needed signatures and return a PDF scan of the agreement to:
Parvinder Saini, Contract Specialist at UC Davis Health Contracts @ pksaini@ucdavis.edu

ATTACHMENTS:

- 006758 Colusa County HHS MEPN Affiliation Draft (DOCX)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Require assigned TRAINEES to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. STATUS OF TRAINEES.

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

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

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

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff and UNIVERSITY CLINICAL INSTRUCTOR.
2. Participate in safe, effective and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by UNIVERSITY.
3. Participate fully in the educational and scholarly activities of the UNIVERSITY'S program.
4. Participate, as appropriate, in AFFILIATE programs, medical staff activities, and established practices, procedures and policies of the AFFILIATE.
5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education.
6. Submit to the UNIVERSITY, at least annually, confidential written evaluations of supervisory UNIVERSITY CLINICAL INSTRUCTOR and of their education experiences while at AFFILIATE facilities.

IV. ASSIGNMENT OF TRAINEES.

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

V. DISCRIMINATION - PROHIBITION.

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

VI. TERM.

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

VII. TERMINATION.

- A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon sixty (60) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.
- B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

VIII. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

IX. INDEMNIFICATION.

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

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

X. COOPERATION IN DISPOSITION OF CLAIMS.

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

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

XI. PATIENT RECORDS.

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

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

XII. ATTORNEYS' FEES.

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

XIII. ASSIGNMENT.

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

XIV. SEVERABILITY.

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

XV. WAIVER.

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

XVI. EXHIBITS.

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

XVII. MODIFICATIONS AND AMENDMENTS.

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

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

XVIII. GOVERNING LAW.

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

XIX. NO THIRD-PARTY RIGHTS

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

XX. NOTICES.

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

TO UNIVERSITY:

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

TO AFFILIATE: Colusa County Department of Health and Human Services

251 E. Webster Street
Colusa, CA 95932

XXI. ENTIRE AGREEMENT.

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

SIGNATURE PAGE TO FOLLOW

The parties have executed this Agreement as set forth below.

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

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

Date: _____

**COLUSA COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES**

By: _____

Name: J. Merced Corona

Title: Chairman

Date: _____

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

Melissa Kitts, Deputy

EXHIBIT A
UNIVERSITY HEALTH CLEARANCE CRITERIA

Mandatory MEASLES (RUBEOLA) Criteria:

Proof of immunity to measles. Acceptable criteria:

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

OR

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

Mandatory RUBELLA (GERMAN MEASLES) Criteria:

Proof of immunity to Rubella. Acceptable criteria:

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

OR

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

Mandatory COVID 19 Criteria:

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

Mandatory TUBERCULOSIS (TB) Criteria:

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

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

Mandatory SEASONAL FLU VACCINE – is offered yearly.

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

Mandatory immunity or declination VARICELLA (CHICKEN POX) Criteria:

Proof of immunity to Varicella. Acceptable criteria:

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

OR

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

Mandatory immunity or declination MUMPS

Proof of immunity to Mumps. Acceptable criteria:

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

OR

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

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

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

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

OR

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

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

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Professional Services contract between the County of Colusa through its Department of Health and Human Services and Jennifer Kennelly, PhD

Approve Agreement with **Jennifer Kennelly, PhD** for psychological evaluation, testing and consultation services.

Detailed Description/Background of request

Contract for professional services with Jennifer Kennelly, PhD to provide psychological evaluation, testing and consultation services for parents of children who have been detained by Child Protective Services, including court appearances and testimony. These services are necessary and most often Court-ordered for our families involved with the Juvenile Court System. This is a renewal of an existing contract, needed to update the rates for services, contractor contact information and increase the maximum allowable amount for the contract in a single fiscal year

Prior Board Action

On May 30, 2017, the County entered into a contract (C17-111) with Jennifer Kennelly, PhD.

On June 2, 2020, the County approved the First modification of contract C17-111, (C20-091)

Fiscal Impact/Funding Source

There is no cost to the County general fund because these funds are provided to the County through Federal and State welfare allocations. Budgeted in the amount of \$24,000 for the term of the agreement.

Action for the Clerk

Please obtain required signatures and return a fully executed copy to DHHS.

ATTACHMENTS:

- Kennelly (DOCX)

C ____ - ____

Professional Services Contract

This Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Jennifer Kennelly, PhD ("Contractor") a sole proprietor.

1. **Services to be Performed:** Upon request by County, Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with psychological evaluation, testing and consultation services for parents and children involved with Child Welfare Services, including court appearances and testimony.
2. **Term:** This Contract shall begin on October 1, 2022 and shall continue through June 30, 2025.
3. **Compensation:** County will pay Contractor compensation not to exceed \$24,000 over the duration of the Contract. Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of Payment:** Upon receipt of an invoice for services as provided for in paragraph 1, County shall process payment to Contractor as provided by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

A. Invoices shall:

- 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

- C. Contractor shall provide properly skilled professional and technical personnel to perform

all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
 - A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.
8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the other party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
 - A. **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.
 - B. **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.

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

- 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
- 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
- 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

11. Licenses: Contractor represents and warrants to County that it has all licenses, permits,

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

- 12. Controlling Law Venue:** This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.
- 13. Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Colusa County Department of Health & Human Services
Donna Dennis, Program Manager
251 E. Webster St.
Colusa, CA 95932
Phone: (530) 458-0290

If to Contractor: Jennifer Kennelly, PhD
PO Box 66745
Scotts Valley, CA, 95067
Phone: (530) 899-1005

- 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 either party without cause upon fifteen (15) days written notice of termination; or
- C.** By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

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

- A.** Attachment "A", Rates of Service
- B.** Attachment "B", HIPAA Business Associate Agreement

COUNTY OF COLUSA

CONTRACTOR

Merced J. Corona, Chair
Board of Supervisors

Jennifer Kennelly, PhD

APPROVED AS TO FORM:

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

Richard Stout, County Counsel

By _____, Deputy

Attachment A

Rates of Service

Services shall be provided upon request by County and may include psychological evaluation and testing, and court testimony.

- Psychological evaluations at \$250 per hour
- Psychological testing at \$250 per hour
- Court testimony at \$300 per hour

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 Jennifer Kennelly, PhD. 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: September 27, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obratzsov

SUBJECT: Reimbursement Agreement between the Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney

Approve MOU between the **Colusa County Department of Health and Human Services and the Colusa County Office of the District Attorney**, for investigation and prosecution of welfare fraud.

Detailed Description/Background of request

This agreement will allow for reimbursement of costs associated with District Attorney Investigator participation in the investigation and prosecution of welfare fraud cases, as per CDSS (California Department of Social Services) regulation and policies.

Total reimbursement shall not exceed \$40,000 per County fiscal year for investigation and prosecution services

Prior Board Action

C09-086

Fiscal Impact/Funding Source

No impact on County General fund as the California Department of Social Services covers the costs. The maximum amount of reimbursement is \$40,000 per fiscal year

Action for the Clerk

Please obtain the original signatures of all parties and provide DHHS with an original copy of the fully executed contract. Thank you

ATTACHMENTS:

- MOU DHHA and DA (DOCX)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLUSA COUNTY DEPARTMENT OF HEALTH AND HUMAN
SERVICES AND THE COLUSA COUNTY DISTRICT ATTORNEY
FOR THE INVESTIGATION AND PROSECUTION
OF WELFARE FRAUD**

I. INTRODUCTION

This Memorandum of Understanding is entered into by and between the Department of Health and Human Services, hereinafter referred to as “DHHS”, and the Office of the District Attorney, hereinafter referred to as “DA”, for the purpose of investigation and prosecution of welfare fraud.

II. PROGRAM PROVISIONS

This Memorandum of Understanding covers the period from July 1, 2022, through June 30, 2023, and shall be renewed annually until either party notifies the other of intent to amend or terminate in writing in accordance with Section IV.

A. DHHS agrees to:

1. Provide staff support to research and prepare cases for investigation and submit said information to the District Attorney Investigator utilizing a mutually agreed upon process and format.
2. Complete and submit the required reporting forms to the State.
3. Provide DA Investigators doing on-going welfare fraud activities with appropriate orientation and on-going training in eligibility regulations in accordance with applicable Federal and State laws and CDSS (California Department of Social Services) regulations and policies.
4. Provide DA Investigators doing on-going welfare fraud activities with access to the necessary case records and files to enable them to conduct investigations into allegations of welfare fraud.

B. DA agrees to:

1. Provide up to \$40,000 of services of an investigator, based on actual costs, to assist in the investigation of welfare fraud.
2. Maintain qualified personnel, in accordance with Division 20-007.115 of the CDSS (California Department of Social Services) Manual of Operations, to provide on-going investigations of welfare fraud.
3. Abide by the provisions of Division 20 of the CDSS Manual of Operations in conducting on-going investigations of welfare fraud.
4. Complete, maintain, and provide in a timely fashion statistical and case records necessary for DHHS to file the required reports with the State.
5. Maintain staff payroll, personnel records, fiscal records and other similar records and retain those records for a period not less than five (5) years after the closure of a state audit.
6. Ensure that DA Investigators performing on-going welfare fraud activities complete time studies on the form supplied in Exhibit A. Copies of the time studies are to be provided to DHHS Fiscal Unit each month on a timely basis to be used in the District Attorney’s files for future audit purposes.

7. Ensure that DA personnel providing on-going fraud investigative services participate in training provided by CDSS in compliance with Sections 20-009 of the CDSS Manual of Operations.
8. Ensure the confidentiality of all DHHS records and all personal identifying information to which they have access as required by Section 10850 of the Welfare and Institutions (W&I) Code, Division 19 of the CDSS Manual of Operations, and the Agreement between the Social Security Administration and the Department of Health Care Services, known as the 1137 Agreement.
9. For the purpose of obtaining Federal and State reimbursement for certain CalWORKs/CalFresh prosecution costs, the DA agrees to file criminal and/or civil charges when investigation reveals probable cause exists to suspect fraud against the CalWORKs/CalFresh Program by one or more beneficiaries of that program.

III. MUTUAL RESPONSIBILITIES

Both the DA and DHHS agree to:

- A. Cooperate in establishing and maintaining a vigorous, viable program of welfare fraud investigations and control in the County.
- B. Be subject to audit and review for compliance by any agency of the County, State or Federal government involved in the administration of welfare program.

IV. GENERAL PROVISIONS

- A. This Memorandum of Understanding may only be terminated at the conclusion of the fiscal year with ninety (90) days written notification to the other party.
- B. Any amendments to this Memorandum of Understanding must be in writing and by mutual consent of both parties.
- C. No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliations, religion, marital status, sex, or disability in the investigations covered by this Agreement. To this extent, the DA agrees to comply with the provisions of Division 21 of the Manual of Policies and Procedures of the California Department of Social Services, which implement the provisions of the applicable state and federal civil rights laws.
- D. The District Attorney shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The DA shall take whatever steps are necessary to fulfill the requirements of this section.

V. FINANCIAL PROVISIONS

- A. For investigating allegations of welfare fraud referred to the DA by staff of the DHHS

or other sources, DHHS shall reimburse DA for the costs of salaries and benefits of the investigators while performing the investigations, and the appropriate indirect costs relating to these activities. Total reimbursement shall not exceed \$40,000 per County fiscal year for investigation services.

- B. With regard to prosecutorial services, State and Federal funding is available only for salaries and benefits of prosecutors and their staff while performing CalWORKs and CalFresh criminal and civil prosecutions and the appropriate indirect costs relating to these prosecution activities. DA prosecution staff must prepare time records, as shown in Exhibit A, Fraud Prosecution Time Record, which is incorporated into this Agreement by reference, to be used to allocate their salaries to the prosecution of CalWORKs and CalFresh fraud.
- C. The District Attorney shall determine appropriate indirect costs in accordance with the (Code of Federal Regulations Part 41) Office of Management and Budget (OMB) Circular A-87 requirements.
- D. Costs must be claimed on the County Welfare Administrative Expense Claim as a direct purchase of service and identified to the appropriate program. These claims are subject to State and Federal audits.

The following parties hereby enter this Memorandum of Understanding into this ____ day of _____ 2022, by the following parties:

**County of Colusa
Board of Supervisors**

J. Merced Corona, Board Chair

**Colusa County Department of Health and
Human Services**

Elizabeth Kelly, Director

Colusa County District Attorney

Matt Beauchamp, District Attorney

APPROVED AS TO FORM:

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

Richard Stout, County Counsel

By _____, Deputy

EXHIBIT A

FRAUD PROSECUTION TIME RECORD

Case Name: _____ Case No: _____

Suspects: _____

Fraud Charge: _____ DA Case No: _____

Disposition: _____

Program: CalWORKs ☐ CalFresh ☐ CalWORKs & CalFresh ☐

Employee	Classification	Date	Time	Activity

Case Status: _____

Comments: _____

Attachment: MOU DHHA and DA [Revision 1] (8620 : Reimbursement Agreement between DHHS and DA)

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Airport Ground Lease with W.A. Yerxa Family Trust

Approve ground lease with **W.A. Yerxa Family Revocable Trust** at County Airport for Site 29, effective September 27, 2022.

Detailed Description/Background of request

On March 1, 2010 the County entered into a ground lease agreement with The W.A. Yerxa Family Revocable Trust dated December 18, 2001 for an area of the Colusa County Airport for a hanger. The location of the ground lease or "Premises" is known as site 29.

The original term of the ground lease was 10 years, expiring on March 1, 2020. The lease provided for a one-time 10 year lease renewal if exercised prior to the expiration of the lease for a total potential term of 20 years.

The one-time lease renewal option was not exercised and for an unknown reason following the expiration of this lease, a new lease was not created for this property. Nevertheless, the lessee continued to occupy the Premises and pay monies toward its rental value. When this oversight came to the County's attention a new proposed lease was prepared.

The new proposed lease terms differ from the original lease. The main differences are as follows:

1. The initial lease term has been increased from 5 years to 15 years. The new lease like the original allows a one-time lease renewal for an additional 15 years. The total lease term can be as much as 30 years.
2. The new lease includes an automatic rent increase every 5 years based on the Consumer Price Index.
3. The rent will be paid annually instead of monthly and is \$998.40 per year.
4. Upon expiration or termination of the lease, any fixtures erected on the Premises such as the hanger, will become the property of the County unless the lessee exercises his option to removing the hanger and restore the Premises to its original condition.

5. The new lease contains a right of first refusal. If the County after the maximum cumulative lease term is going to continue to lease the Premises or intends to use the Premises for its own use, it will first provide the lessee the opportunity to enter into a new lease for the Premises.

Prior Board Action

On March 1, 2010 the Board approved Airport Lease Agreement C10-046

Fiscal Impact/Funding Source

The annual fiscal impact will be revenue of \$998.40 for the Airport.

Action for the Clerk

Obtain necessary signatures and provide copies to Lessee and a copy to the Airport Manager.

ATTACHMENTS:

- Hangar 29 WA Yerxa Lease 2022 (PDF)

Hangar Ground Lease Agreement

This Hangar Ground Lease Agreement ("Lease") is between the County of Colusa, a political subdivision of the State of California ("County"), and The W.A. Yerxa Family Revocable Trust dated December 18, 2001. ("Lessee").

Background

- A. The County owns and operates an airport approximately 1.5 miles southeast of the City of Colusa on Highway 20, known as the Colusa County Airport ("Airport").
- B. The W.A. Yerxa Family Revocable Trust dated December 18, 2001 had a prior lease agreement with the County for a site in the Colusa County Airport where he erected a hangar and made improvements to the site.
- C. Lessee wants to enter into a new ground lease with the County for the same site.

Terms and Conditions

County and Lessee agree to the following:

- 1. **Lease of Premises.** County leases to Lessee the Premises described below under the terms and conditions in this Lease.
- 2. **Premises.** The Premises is County real property referred to as Site 29 on the Colusa County Airport's Federal Aviation Administration Approved Airport Layout Plan, also referred to as Hangar 29. The Premises is further depicted in Exhibit A to this Agreement.
- 3. **Term.** The term of this Lease shall be September 27, 2022 to September 27, 2037 (15 years).
 - A. **Term Extension.** Lessee will have a one-time automatic renewal extending this Lease for an additional 15 year term. Unless Lessee provides 90 days advance written notice to terminate, the Lease shall automatically renew for the extended term as set forth herein Notwithstanding this provision, the Lease will not automatically renew if Lessee is not in full compliance with all the terms and obligations in this Lease. County will provide Lessee with advance notice of any pending renewals or lease expiration.
 - B. **Right of First Refusal.** At least sixty (60) days prior to the end of the total lease term, including the automatic renewal (total 30 years), if the County intends to continuing leasing the Premises or otherwise use the Premises with any existing fixtures for its own use, subject to Lessee's option to remove fixtures under

C22 - _____

Section 13 below, it will provide Lessee a right of first refusal or opportunity to enter into a new lease with the County for the Premises before the County offers the lease opportunity to anyone else or utilizes the Premises for its own purposes. This opportunity of first refusal is contingent on Lessee's compliance with the terms and conditions of the Lease at the time the offer to lease is made to Lessee.

4. **Rent.** Starting on September 27, 2022, Lessee shall pay County rent in annual installments, as follows:
 - A. **Rent Amount.** The Rent shall be \$998.40 per year. County will invoice Lessee for due rent.
 - B. **Rent Adjustments.** Beginning on the fifth annual anniversary of September 27, 2022 (September 27, 2027) and on every additional 5 year anniversary date (Adjustment Anniversary) the Rent shall increase by the total 4 year percentage change published for the month of August preceding the Adjustment Anniversary, of the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-Hayward, California metropolitan area, not seasonally adjusted, (CPI-U), as determined by the U.S. Department of Labor, Bureau of Labor Statistics. In no event will the Rent adjustment be less than zero percent. Should the CPI-U be discontinued, the index used for comparison shall be a comparable index as designated by the Bureau. County shall provide Lessee notice of the Rent Adjustment at least 30 days prior to the adjustment date.
 - C. **Late Rent Payments.** Lessee acknowledges that the County incurs collection and administrative costs associated with pursuing delinquent Rent payments. Lessee agrees that it will pay the County a \$100.00 late charge in addition to any Rent due if the Rent is not paid in full within 30 days following its due date. The payment or acceptance of a late charge does not act as a waiver of any right the County may have to claim a breach of the Lease or any other remedy available to the County.
 - D. **Location of Rent Payments.** Lessee agrees to make rent payments to:

Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932
5. **Possessory Interest Tax.** Lessee understands that it has a possessory interest in the Premises, and any related fixtures, Site Improvements, or other structures. Notice is given under California Revenue and Taxation Code Section 107.6 that Lessee may be subject to the payment of property taxes levied on such interest. The imposition of a possessory interest tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any tax payment shall not reduce any Rent due Lessor. Lessee shall also pay

all interest and penalties that any government entity, including the County, assesses for late payment of any possessory interest taxes.

6. **Personal Property Taxes.** Lessee shall pay and discharge all personal property taxes relating to any personal property stored at, used in the operation of, or otherwise related to the Premises, before delinquency. Lessee shall also pay all interest and penalties any governmental agency, including the County, assesses for late payment of any such personal property tax.
7. **Use of Premises.** Lessee shall only use the Premises for conducting registered aircraft storage, operations, and maintenance, of Lessee's aircraft. Lessee shall maintain owned or operated aircraft in good operating order free from known mechanical defects. Lessee is prohibited from conducting any other use, activity or operation in, on, or about the Premises. Lessee shall not: store any item other than aircraft or ancillary aircraft equipment; conduct commercial activity of any nature; store any vehicle except that of Lessee or guest while aircraft is being used; use the Premises for any form of residential use.
8. **Utilities.** Lessee shall pay for all utilities furnished to the Premises, including electricity, gas, water, or telecommunications services to the extent they exist. The County however is not required to provide or maintain any existing utilities or utilities that may exist in the future to the extent those utilities and connections if any were not originally installed or connected to the Premises by the County. Any new utility service connection to the Premises shall be subject to County approval through the Director of Airport Operations prior to connection or installation.
9. **Hazardous Materials.** Lessee will comply with all laws and regulations pertaining to the proper storage and disposal of hazardous materials. Hazardous materials other than what is required for operation and service of registered aircraft will not be stored within the Premises.
10. **Compliance with Law and FAA Regulations.** Lessee shall comply with all federal, state and local laws, ordinances, orders and regulations affecting the Premises including any applicable regulations of the Federal Aviation Administration, and any rules or policies existing or enacted by the County governing the airport.
11. **Use of Airport Facilities.** Lessee is allowed to use all Airport facilities and improvements of a public nature. County reserves the right to take action for protection of Airport against obstruction of the Airport facilities that would limit the usefulness of Airport or constitute a hazard to aircraft.
12. **Billboards, Signs, Awnings.** Lessee will not construct, place, or permit to be constructed or placed, signs, awnings, marquees or other structures, or writings, attached to or projecting from any hanger, structure, fence or barrier on the Premises without County's prior written consent. Further, and in any case, Lessee shall not be permitted to

place any sign or similar material on or about the Premises that does not conform to the County Code. Any such signs or similar material that is allowed by the County shall be limited to providing identifying information for Lessee, associated trademarks, service marks, Lessee's address, contact information, or information legally mandated to be provided. Lessee agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, which in County's sole discretion it deems offensive or does not otherwise comply with this section.

13. **Delivery, Acceptance, and Surrender of Premises.** Lessee takes the Premises "AS IS", acknowledges that it had an adequate opportunity to inspect the Premises, and agrees to accept the Premises as being in a good state of repair and in sanitary condition. Lessee shall surrender the Premises including any fixtures, Site Improvements and structures, to County at the end of the Lease. Alternatively, Lessee at its option, may remove and retain the hanger structure, not including the concrete pad, so long as any such removal is completed in a reasonable workmanlike manner by the end of the lease term and following at least 90 days prior written notice to the County of any such intended removal.
14. **Site Improvements, Fixtures, Hangers or Structures.** At Lessee's sole cost and expense, Lessee shall maintain, repair, and keep in good order, condition, and appearance, the Premises, Site Improvements and any related fixtures, and structures, in a safe, clean and sanitary condition. Lessee is prohibited from materially altering the Site Improvements including the hanger, floor, walls, exterior or adjoining common use areas, or constructing any structure or facility within the hanger without the express written consent of the County through its Airport Director. Material alteration is defined as any alteration requiring the issuance of a permit from the County or that which significantly alters the appearance, character, or composition of the hanger or any of its structural components, including removal in whole or in part. Further, with the exception of a hanger removal near the termination of the lease as provided for in section 13 above, Lessee will not excavate, grade, add or remove soil, gravel or rock to or from the Premises or any part of the Airport without the express, written consent of the County.
15. **Insurance.** Lessee, at its own cost, agrees to maintain, for the duration of this Lease, the following insurance policies:
 - A. **Aircraft or General Liability Coverage:** Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, or use of aircraft arising from or related to this Lease. The policy shall provide limits of no less than \$1,000,000 per occurrence and include coverage for fire damage legal liability at the full \$1,000,000 policy limit.
 - B. **Property, Fire and Extended Insurance Coverage:** Lessee shall maintain property, fire and extended insurance coverage in an amount equal to 100% of the full replacement value of the hanger, and any structure, fixtures, contents, and any improvements to the Premises.

C22 - _____

- C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions in excess of \$1,000 must be declared to and approved by the County. At the option of the County, either (a) the insurer shall reduce or eliminate such deductible or self-insured retention; or (b) Lessee shall provide financial guarantee satisfactory to the County guaranteeing payment of any amounts which would be subject to the deductible.
- D. Policy Endorsements:** All insurance shall include an endorsement or an amendment to the policy of insurance:
1. Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds;
 2. 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;
 3. Providing that the insurer waives all rights of subrogation against County;
 4. Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;
 5. Providing broad-form contractual liability coverage insuring Lessee's indemnity obligations under this contract; and
 6. 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.
- 16. Proof of Coverage:** At the time of execution of this Lease, Lessee shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Lease.
- 17. Damage or Destruction of Premises, Site Improvements, Fixtures, or Structures.** As provided for in section 14 Lessee is required to maintain the Premises, Site Improvements, fixtures, and structures in good condition, order, and appearance. In the event of damage or destruction to the Premises, Site Improvements, or fixtures, any insurance proceeds obtained for such a covered loss shall be used to repair or replace the damaged or destroyed items to a state and condition equivalent to their status before the damage or destruction. Rent will not be abated or reduced as a result of any such damage or destruction.
- 18. Assignment.** Lessee will not assign, hypothecate, encumber, sublease, allow the Premises to be subject to a lien, or in any manner transfer any interest in this Lease to any person or entity directly or indirectly, by operation of law or otherwise, without first securing County's express and written approval. Lessee will request approval for any

such transfers in interest from the County at least 30 days prior to any contemplated transfer and provide the County with any reasonably requested information the County may need to evaluate the proposed transfer. Any attempt to assign, hypothecate, encumber or transfer an interest in this Lease, including transfers made at or after Lessee's death, without the express written approval of the County, shall be null and void and any purported assignee shall acquire no right or interest by reason of the attempted assignment or transfer. The County's approval of any such assignment, sublease, or transfer is conditioned on the County's determination that the assignee or transferee would be able to reasonably and adequately comply with the terms and conditions of this Lease. In any case, Lessee shall not be entitled to assign or transfer the property if it is in violation of any term or obligation of the Lease. In any case, the County will not unreasonably withhold consent for the assignment, transfer, or sublease of the Premises.

19. **Indemnity and County's Non-liability for Damages.** The County shall not be liable for damage for injury to persons, including Lessee, its agents, employees, customers, or invitees, or for property damage, from any cause, related to the lease of the Premises, including the public use areas. Lessee agrees to defend, indemnify, and hold harmless the County against all liability, loss or other damage claims or obligations arising out of or related to the lease of the Premises, Lessee's use of the Premises, negligence, violation of the law, or willful misconduct.
20. **Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932

If to Lessee: The W.A. Yerxa Family Revocable Trust dated
December 18, 2001
P.O. Box 209
Colusa Ca 95932

21. **Amendments.** This Lease may be modified or amended only by a written document executed by both parties and approved as to form by County Counsel.
22. **Waiver.** No failure on the part of either party to exercise any right or remedy provided for by this Lease shall operate as a waiver of any other right or remedy that party may have.

C22 - _____

23. **Execution:** This Lease may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
24. **Termination:** This Lease may be terminated:
- A. Immediately for cause if either party violates any term or provision of this Lease;
 - B. Upon abandonment of the Premises by Lessee; or
 - C. If during the Lease, Lessee becomes insolvent, declares bankruptcy or bankruptcy proceedings are started against Lessee, or a receiver or trustee is appointed for Lessee.
25. **Partial Invalidity.** If any provision of this Lease 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.
26. **Storm Water Regulations.** Lessee agrees that its operations and uses involving the Premises or any other portion of the Airport will comply with the California State Storm Water Discharge Permit for the Airport which is incorporated by reference and available for inspection at the Colusa County Department of Public Works.
27. **Inspections and Access by County.** Lessee will permit the County, its agents, employees and contractors to enter all parts of the Premises for inspection following reasonable notice by the County.
28. **Surrender of the Premises.** Upon expiration or termination of this Lease, title and ownership of the Premises including all Site Improvements, structures, fixtures, or alterations constructed or purchased by Lessee or existing at the time of this Lease, will automatically vest in the County. Lessee shall leave the surrendered Premises and any other items as described in this section in a well maintained, sanitary, and clean condition, subject to Items 3(B) and 13 herein.

COUNTY OF COLUSA

J. Merced Corona, Board Chair

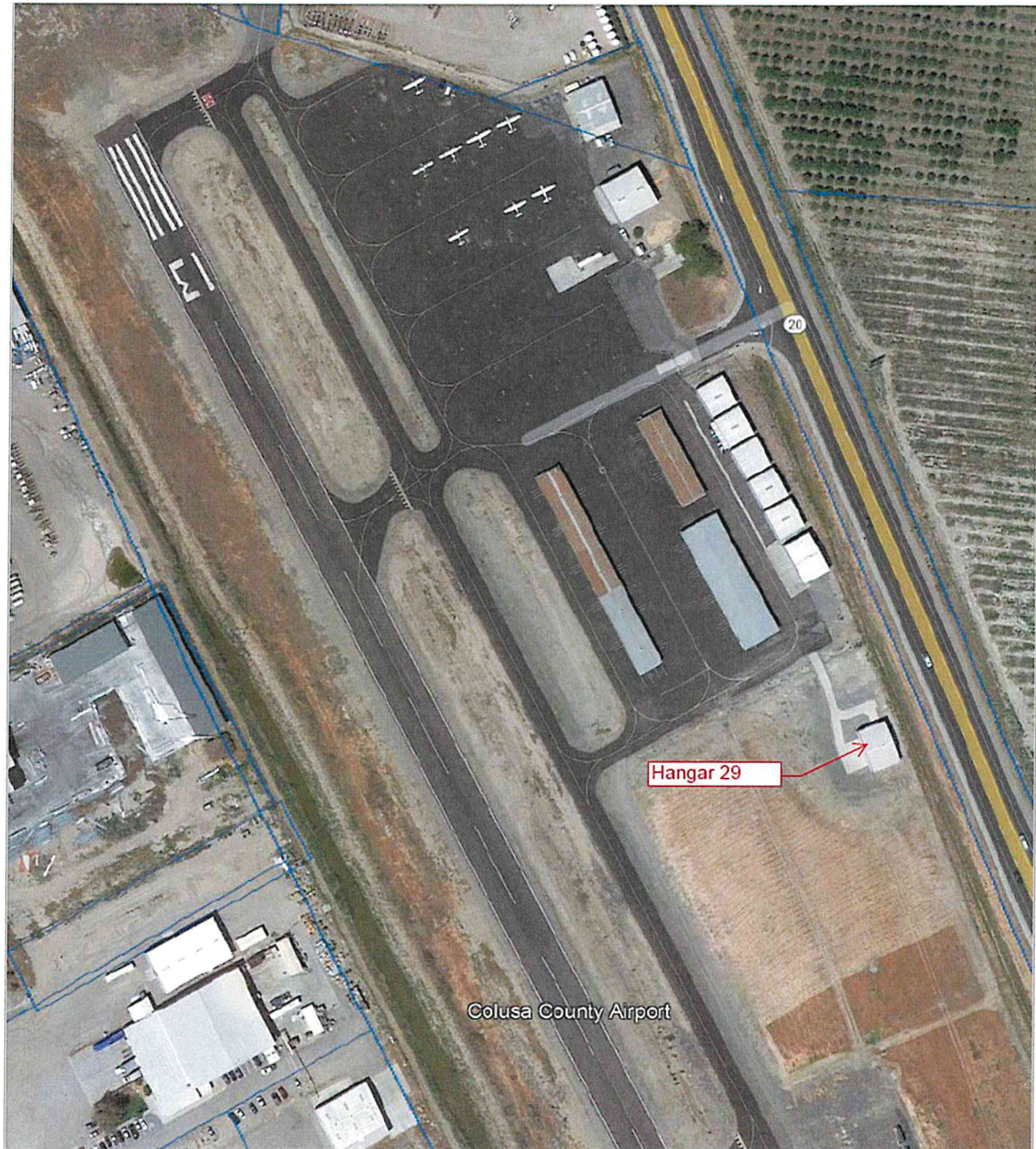
APPROVED AS TO FORM

Richard Stout, County Counsel

W. A. Yerxa, Trustee

SignatureATTEST: Wendy G. Tyler, Clerk of the Board
of SupervisorsBy _____
Melissa Kitts, Deputy

Exhibit A



Attachment: Hangar 29 WA Yerxa Lease 2022 (8448 : W.A. Yerxa Family Trust Airport Ground Lease)

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Award Contract for Lonestar Road to Baldwin Contracting Company, Inc. dba Knife River Construction

Award contract to **Baldwin Contracting Company, Inc., dba Knife River Construction** for road rehabilitation on Lonestar Road from Highway 20 to Myers Road.

Detailed Description/Background of request

On August 30, 2022 the Board adopted plans, specifications and working details for the Lonestar Road RFB. The following responsive bids were received on September 16, 2022:

Teichert Construction	3,315,307.00
Northwest Paving, Inc.	3,655,156.00
Lamon Construction Co.	2,992,131.71
Baldwing dba Knife River Construction	2,671,631.38
All American Construction	3,173,611.35
Hat Creek Construction	3,324,989.00
McGuire Hester	3,145,852.30

Following the evaluation of the received bids, the Department of Public Works and Purchasing is recommending that the Lonestar Road rehabilitation project be awarded to Baldwin Contracting Co., dba Knife River Construction in the amount of \$2,671,631.38.

Prior Board Action

Adopted plans, specs & working details for Lonestar Rd. RFB

Fiscal Impact/Funding Source

Budgeted (007-53180-610-0)

Action for the Clerk

Please obtain signatures and mail contract to Baldwin Contracting Company, Inc. dba Knife River Construction, 1764 Skyway, Chico, CA 95928.

ATTACHMENTS:

- Baldwin dba Knife River DRAFT Contract (DOCX)

Action Item (ID # 8577)

Meeting of September 27, 2022

- Attachment A- BID-Knife River Construction (PDF)
- Attachment B - Maps (PDF)

Colusa County Department of Public Works Contract for Construction on County Roads
Road Reconstruction – Lonestar Road
CONTRACT NO. 3000131-2022

This roadway traffic markings contract (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and Baldwin Contracting Company, Inc. dba Knife River Construction (“Contractor”), a California Corporation,. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County’s construction on Road Repair Lonestar Road, Contract No. 3000131-2022, 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. This includes:

- A. Contractor’s bid and proposal;
 - B. The California Department of Transportation Standard Plans dated 2015 (2006 for HMA);
 - C. The California Department of Transportation Standard Specifications dated 2015 (2006 for HMA); and
 - D. The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 3000131-2022, including all addendums and attachments thereto.
2. **Term:** The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued. Due to the late season bidding, the project site work will commence in the fall of 2022 at a time agreed to by both County and Contractor when weather conditions allow.
- This work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by the County of Colusa or the first physical work day, whichever occurs first. Mobilization or other work not involving physical work on site will not be considered in starting the work day calendar.
3. **Liquidated Damages:** The Contractor shall pay to the County of Colusa the sum of \$3,000.00 per day, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.
4. **Compensation:** County will pay Contractor compensation not to exceed \$2,671,631.38, as bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.
- A. **Retention:** An amount of 5% shall be deducted 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.
5. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice. Upon receipt of the final 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.

6. 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.

7. 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.

8. 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.

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

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

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 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. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

- 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
- 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
- 3) Providing the policy of insurance shall act for each insured and additional insureds as

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

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

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

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

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

12. 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.

13. 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.

14. 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.

15. Performance Bond: A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

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

- A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide to the 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 16.A of this Contract.
- C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

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

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

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

If to County:	Colusa County Public Works 1215 Market Street Colusa CA 95932 (530) 458-0466
If to Contractor:	<u>Baldwin Contracting Company, Inc. dba</u> <u>Knife River Construction</u> <u>1764 Skyway</u> <u>Chico, CA 95927</u> <u>PH: (530)-891-6555 FAX: (530)894-6220</u>

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

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

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

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

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

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

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

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

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

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

Attachments include: Attachment "A" **Knife River Bid for 3000131-2022** and

Attachment "B" **Maps**

COUNTY OF COLUSA

**BALDWIN CONTRACTING COMPANY, INC.
dba KNIFE RIVER CONSTRUCTION**

J. Merced Corona, Chair

Date:_____

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

Melissa Kitts, Deputy

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ Dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT**Pursuant to California Civil Code Section 1189 & 1195**

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

State of California,
County of Colusa

On _____ before me _____,
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of _____ Public Works, has awarded _____ to _____ Contractor _____, hereafter designated as the “Contractor”, a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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

On _____ before me _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR BIDS

For

Performing Road Reconstruction on
Lonestar Road
from
Hwy 20 to Meyers Road

For use in Connection with Standard Specifications and Standard Plans Dated 2015 with amendments and revisions, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project Title: Road Reconstruction – Lonestar Road

Contract No.: 3000131-2022

Bid Opening Date: August 31, 2022

Bid Closing Date: September 16, 2022

Bid Closing Time: 2:00 P.M.

Construction Commencement: Early Fall 2022

Submission Location: Board of Supervisors Chambers - Historic Courthouse
547 Market Street Suite 102, Colusa, CA 95932

TABLE OF CONTENTS

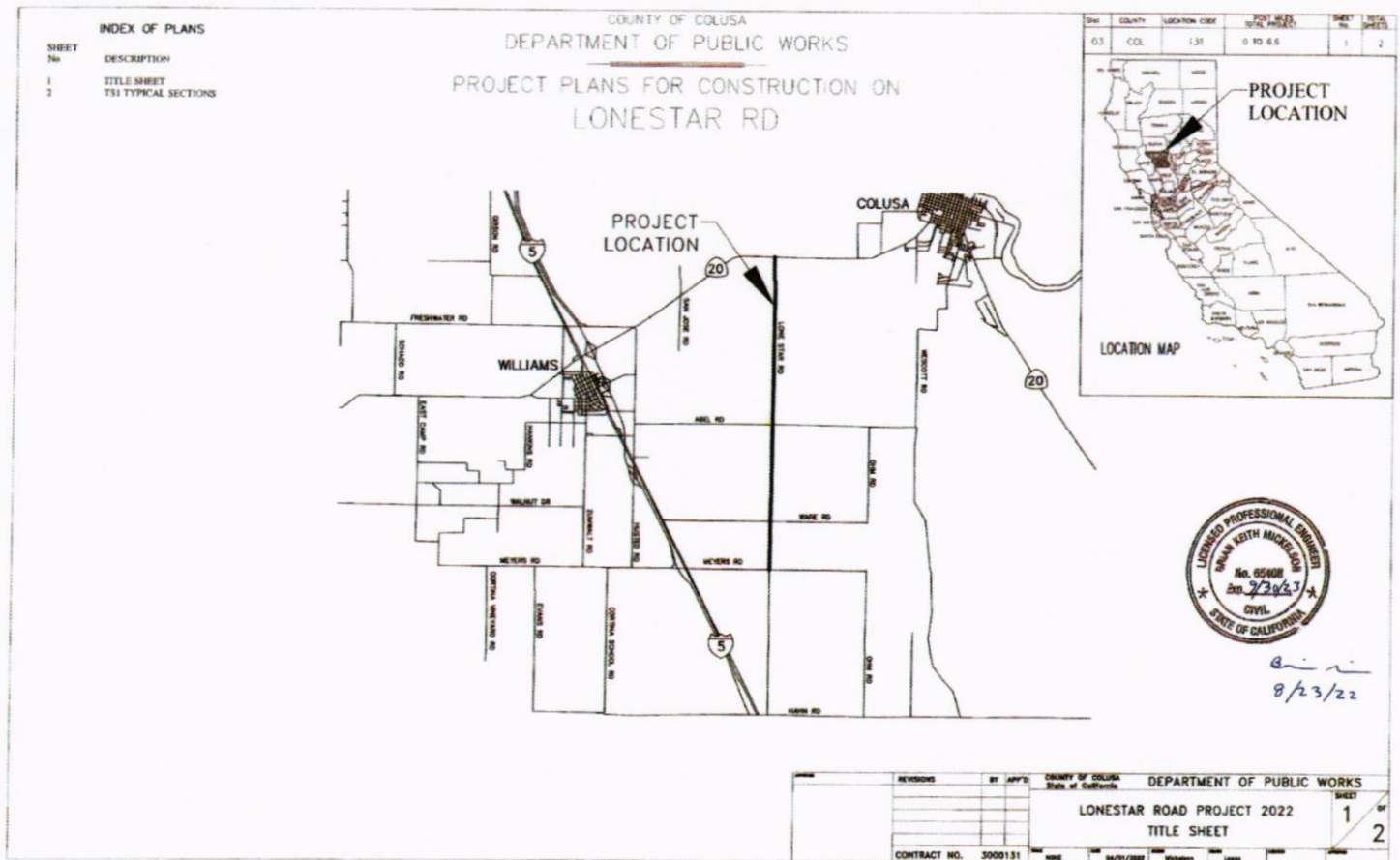
Page No.

LOCATION MAP	4
PROJECT PLANS	5-6
NOTICE TO BIDDERS	7
SPECIAL PROVISIONS	11
SECTION 1. SPECIFICATIONS AND PLANS	11
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS	11
SECTION 3 AWARD AND EXECUTION OF CONTRACT	11
3-1.01 BONDS	12
3-1.02 PERFORMANCE REFERENCES	12
SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	12
SECTION 5 GENERAL	13
5-1.01 LABOR NONDISCRIMINATION	13
5-1.02 PREVAILING WAGE	13
5-1.03 PUBLIC SAFETY	13
5-1.04 BUY AMERICA REQUIREMENTS	13
5-1.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES	14
5-1.06 SUBCONTRACTOR RECORDS	14
5-1.07 SUBCONTRACTING	14
5-1.08 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	15
5-1.09 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	15
5-1.10 PAYMENTS	15
5-1.11 SURFACE MINING AND RECLAMATION ACT	16
5-1.12 MANUAL OF TRAFFIC CONTROLS	16
5-1.13 AREAS FOR CONTRACTOR'S USE	16
5-1.14 AIR POLLUTION CONTROL	17
5-1.15 SOUND CONTROL REQUIREMENTS	17
5-1.16 WATER CONSERVATION	17
5-1.17 PROJECT APPEARANCE	18
SECTION 6. BLANK	18
SECTION 7. INSURANCE	18
SECTION 8. MATERIALS	18
8-1.00 MEASUREMENT OF QUANTITIES	18
8-1.01 CULVERTS	18
8-1.02 GEOTEXILE AND PAVING FABRIC	18
8-1.03 AGGREGATE	18
8-1.04 HOT MIX ASPHALT	19
8-1.05 PAVEMENT MARKERS	19
8-1.04 THERMOPLASTIC MARKINGS	19
SECTION 9. DESCRIPTION OF WORK	19
SECTION 10. CONSTRUCTIONS DETAILS	19
10-1 GENERAL	19

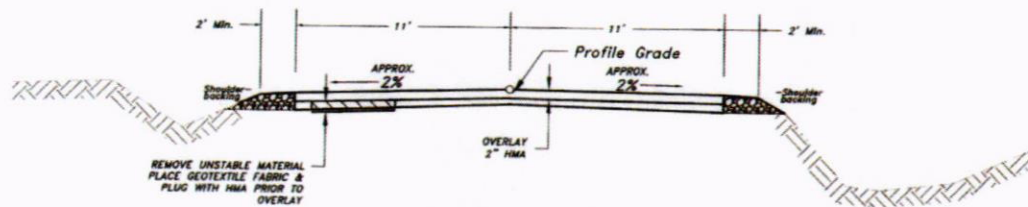
10-1.01	CONTROL OF WORK	20
10-1.02	PROGRESS SCHEDULE	20
10-1.03	COOPERATION	20
10-1.04	FIRE PLAN	21
10-1.05	OBSTRUCTIONS	21
10-1.06	MAINTAINING TRAFFIC	21
10-1.07	EXISTING HIGHWAY FACILITIES	21
10-1.08	MOBILIZATION	21
10-1.09	SIGN AND TRAFFIC CONTROL	21
10-1.10	CLEARING AND GRUBBING	22
10-1.12	ROADWAY EXCAVATION, WIDENING AND REPAIR	22
10-1.13	CLASS 2 AGGREGATE BASE	23
10-1.14	GEOTEXILE FABRIC	23
10-1.15	PAVEMENT REINFORCING FABRIC	24
10-1.16	HOT MIX ASPHALT CONCRETE (HMA)	24
10-1.17	SHOULDERBACKING	26
10-1.18	FINISHED ROADWAY	27
10-1.19	PAVEMENT AND TRAFFIC MARKINGS	27

PROPOSAL AND CONTRACT

PROPOSAL	29
CONTRACTOR'S BID	31
LIST OF SUBCONTRACTORS	32
PRIOR WORK REFERENCES	33
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	35
PUBLIC CONTRACT CODE (Statements, Questionnaire and Non-collusion Affidavit)	36
NONCOLLUSION AFFIDAVIT	38
SIGNATURE PAGE	39
BIDDER'S BOND	40
DRAFT GENERIC CONTRACT (INFORMATION ONLY)	42

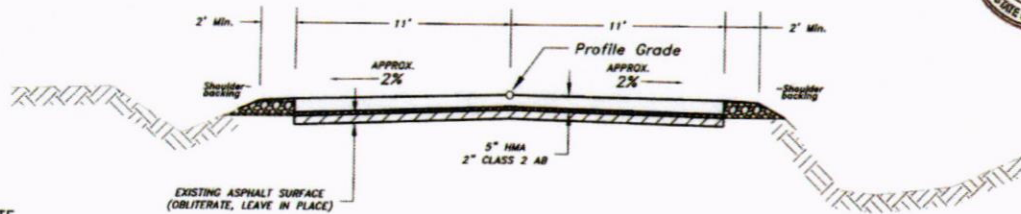


* NOTE: CONFORM TO SIDE ROADS AND DRIVEWAYS
NOTE: LOCATION WITHIN ROADWAY VARIES



TYPICAL ROADWAY SECTION
ABLE RD TO MEYERS RD

Not to Scale



TYPICAL ROADWAY SECTION
HWY 20 TO ABLE RD

Not to Scale

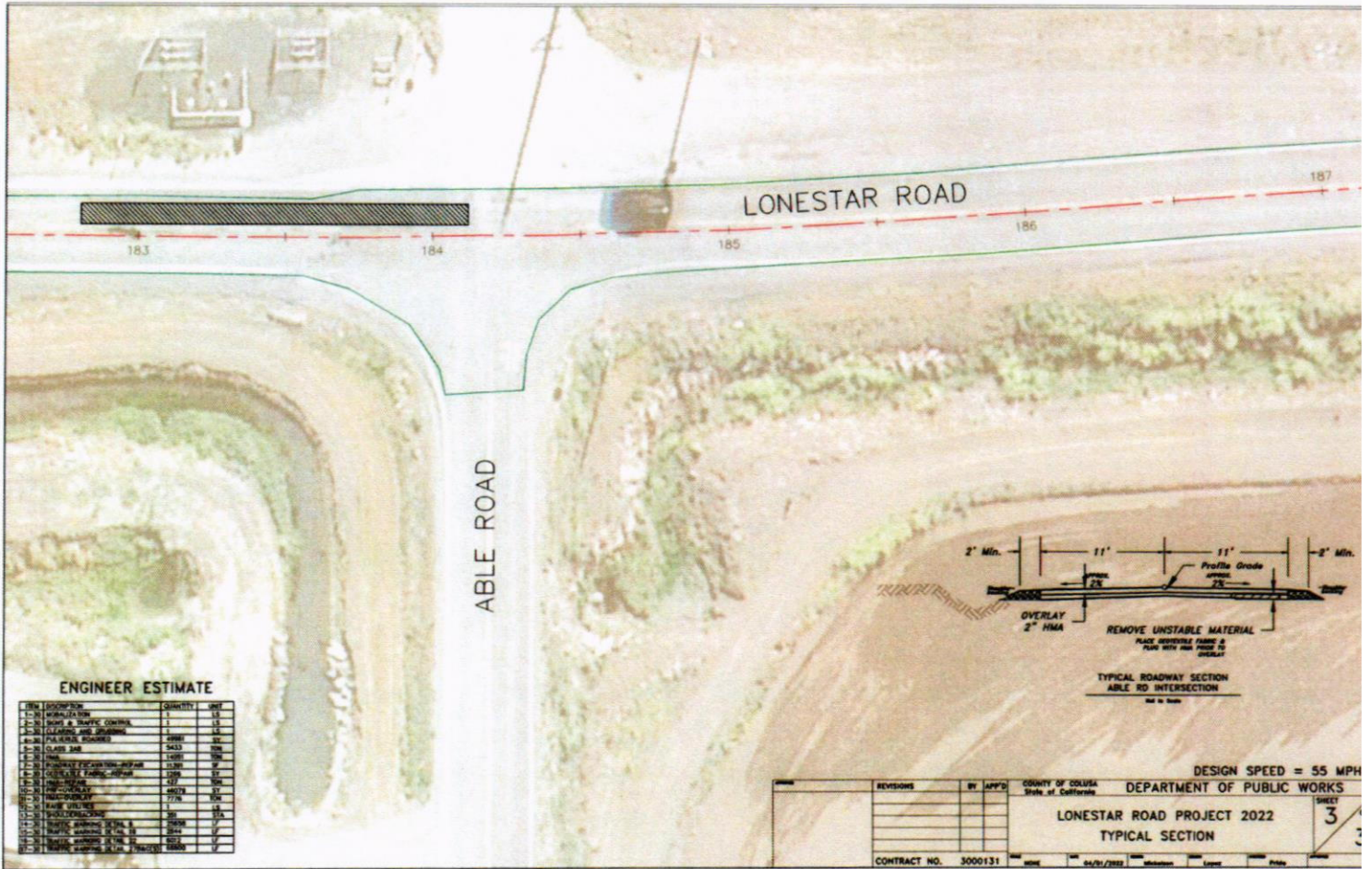
ENGINEER ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT
1-1	EMULSION	1	LS
1-2	SPRINKLING & WATER CONTROL	1	LS
1-3	GRAPES FOR SIGNAGE	1	LS
1-4	PAVEMENT REPAIR	2881	LS
1-5	PAVEMENT	425	LS
1-6	PAVEMENT	1200	LS
1-7	PAVEMENT	1200	LS
1-8	PAVEMENT	1200	LS
1-9	PAVEMENT	1200	LS
1-10	PAVEMENT	1200	LS
1-11	PAVEMENT	1200	LS
1-12	PAVEMENT	1200	LS
1-13	PAVEMENT	1200	LS
1-14	PAVEMENT	1200	LS
1-15	PAVEMENT	1200	LS
1-16	PAVEMENT	1200	LS
1-17	PAVEMENT	1200	LS
1-18	PAVEMENT	1200	LS
1-19	PAVEMENT	1200	LS
1-20	PAVEMENT	1200	LS



8/23/22

REVISIONS	BY	APP'D	COUNTY OF COLUSA	DESIGN SPEED = 55 MPH
			State of California	DEPARTMENT OF PUBLIC WORKS
				LONESTAR ROAD PROJECT 2022
				TYPICAL SECTION
CONTRACT NO. 3000131				SHEET 2 OF 2



COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS**CONTRACT NO. 3000131-2022**

Sealed bids for the Road Reconstruction –Lonestar Road will be received by the Colusa County Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite 102 Colusa, California 95932 until 2:00 p.m. on September 16, 2022.

Bids are required for the entire project, and partial bids shall be considered nonresponsive.

Bid information is available on the County of Colusa's website located at www.countyofcolusa.com. From the County's website, bidders will be directed by a link to www.PublicPurchase.com. Plan holder information is required by contractors in order to download the bid package. Registration is free. Additionally, all technical questions must be submitted through the Public Purchase website.

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.

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.

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).

Bid Bonds: All bids 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 responsible 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.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the United States Department of Transportation's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the United States Department of Transportation Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ENGINEER'S ESTIMATE
Construction on
COUNTY ROAD - LONESTAR ROAD

Lonestar Road; Road No. 131 (6 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	SIGNS AND TRAFFIC CONTROL	LS	1
3	CLEARING AND GRUBBING	LS	1
4	PULVERIZE ROADBASE	SY	49,961
5	2" CLASS 2AB	TON	5,433
6	5" HMA	TON	14,051
7	6" ROAD EXCAVATION-REPAIR	SF	11,391
8	GEOTEXTILE FABRIC-REPAIR	SY	1,266
9	HMA-REPAIR	TON	427
10	PRF-OVERLAY	SY	46,079
11	3" HMA-OVERLAY	TON	7,776
12	RAISE UTILITIES	LS	1
13	SHOULDERBACKING	STA	351
14	TRAFFIC MARKING DETAIL 5	LF	25,658
15	TRAFFIC MARKING DETAIL 18	LF	2,844
16	TRAFFIC MARKING DETAIL 21	LF	6,012
17	TRAFFIC MARKING DETAIL 27B&C	LF	68,800

Note: Evaluation of the submitted bids shall be the sole and final determination of the County of Colusa and may not be based solely on cost.

TERMS AND DEFINITIONS

Department of Transportation (DOT) means the Colusa County Board of Supervisors.

Engineer means County Engineer of the County of Colusa, State of California, acting either directly or through properly authorized agents, while such agents are acting within the course and scope of their particular duties.

Laboratory means the laboratories authorized by the Engineer to test materials and work involved in this Project.

State or Agency means the County of Colusa.

Transportation Building means the Colusa County Courthouse located at 547 Market Street, Suite 102 Colusa, California 95932.

State Highway Engineer means the County Engineer of the County of Colusa.

Standard Specifications means the 2018 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to reference the County of Colusa or its corresponding agency, office, or officer acting in connection with this Project.

Project means the work to be completed pursuant to this Request for Bids (RFB).

SPECIAL PROVISIONS

Section 1: Specifications and Plans

This Project shall be done in accordance with the Standard Specifications dated 2018, and the Standard Plans dated 2015, of the Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall control.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall control.

Section 2: Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with section 2-1.33c, "Subcontractor Lists," of the Standard Specifications, each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is attached.

The form of bidder's bond mentioned in the last paragraph in section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the proposal.

In conformance with Section 7106 of the California Public Contract Code, a non-collusion affidavit is required. Signing the proposal shall also constitute signature of the non-collusion affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Part 26, Subtitle A, of Title 49 of the Code of Federal Regulations in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Section 3: Award and Execution of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the requirements and conditions concerning award and execution of the contract required for the Project.

Bid protests are to be delivered to the following address:
Colusa County Department of Public Works

C/O the Colusa County Board Clerk
547 Market Street, Suite 102 Colusa, California 95932

The award of the contract will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

3-1.01 Bonds: At the time of the execution of the contract for this Project, Contractor shall provide, at his own expense, the following bonds:

1. A Performance Bond, as required by Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code, in an amount equal to at least one hundred percent (100%) of the contract price; and
2. A Payment Bond in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons furnishing materials in connection with this project.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

3-1.02 Performance References: On the form provided for in this RFA, Contractor shall provide a list of a minimum of the last three public works projects that the contractor has performed. If the Contractor has performed less than three public works projects prior to this bid, Contractor shall list all the non-public works projects exceeding \$20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past poor performance, inexperience with type of work, and/or false or omitted information on form may constitute reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evaluation of the references or information from other sources shall be the sole and final determination of the County of Colusa.

Section 4: Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

Pre-Construction Conference: Prior to issuing a Notice to Proceed, a pre-construction conference will be held at the Colusa County Department of Public Works to discuss the scope of work, Contract Drawings, Specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the Project and may include major sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued. Due to the late season bidding, the project site work will commence in the Summer of 2022 at a time agreed to by both County and Contractor when weather conditions allow.

This work shall be diligently prosecuted to completion before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Mobilization or other work not involving physical work on site will not be considered in starting the work day calendar.

The Contractor shall pay to the County of Colusa the sum of \$ 3,000.00 per day, for each and every calendar day

delay in finishing the work in excess of the number of working days prescribed above.

Section 5: General

5-1.01 Labor Nondiscrimination:

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 Prevailing Wage: Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

5-1.03 Public Safety The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications in relationship to its equipment and personnel.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

5-1.04 Buy America Requirements: Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 Removal of Asbestos and Hazardous Substances: When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Removal of asbestos or hazardous substances, as defined by Section 25914.1 of the Health and Safety Code, including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.06 Subcontractor Records: The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

5-1.07 Subcontracting: Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Form FHWA-1273.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.08 Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.09 Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to Section 26.29 of Subpart B, of Part 26, of Subtitle A, of Title 49, any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.10 Surface Mining and Reclamation Act: Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.11 Manual of Traffic Controls: Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read:

Manual of Traffic Controls.--The Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.12 Areas for Contractor's Use: Attention is directed to the requirements specified in Section 5, "Control of Work," of the Standard Specifications.

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property which he occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 4-1.13, "Cleanup," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans or by county.

5-1.13 Air Pollution Control: Air pollution control shall conform to the provisions in Section 14-9, "Air Quality," of the Standard Specifications.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

5-1.14 Sound Control Requirements: Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5-1.15 Water Conservation: Attention is directed to the various sections of the Standard Specifications which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

5-1.16 Project Appearance: The Contractor shall maintain a neat appearance for the work area.

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal.

Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

Section 6: (Intentionally Left Blank)

Section 7: Insurance Requirements

Contractor shall be required to carry Worker's Compensation, General Liability and Automotive Insurance in accordance with the terms provided for in the draft contract attached to this RFB.

Section 8: Materials

8-1: General

8-1.00 Measurement of Quantities: Attention is directed to the provisions in Section 9, "Payment" and other Sections of the Standard Specifications that pertain to measurement of quantities.

8-1.01 Culvert: Attention is directed to the provisions in Section 66, "Corrugated Metal Pipe" of the Standard Specifications. Culverts shall be corrugated steel pipe with a minimum coated wall thickness of 0.079" (14 gauge).

8-1.02 Geotextile and Paving Fabric: Attention is directed to the provisions in Section 96, "Geosynthetics" of the Standard Specifications and these special provisions for both subsurface and paving reinforcement fabric.

8-1.03 Aggregate: Attention is directed to all references of aggregates within the Standard Specifications.

For Class 2 Aggregate Base and HMA, the coarse aggregate (material retained by the 4 Sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of the day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the County the following amounts for all such material left in place:

Item	Adjustment
Aggregate Subbase	\$6.00/CY
Aggregate Base	\$2.00/Ton
Cement Treated Base	\$6.00/CY

Request for Bids – Road Reconstruction – Lonestar Road
Contract No. 3000131-2022
Page 17 of 50

Lean Concrete Base	\$6.00/CY
Asphalt Concrete	\$6.50/Ton

The Department may deduct such amounts from any moneys due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting ton to cubic yard will be determined in the field by the Engineer.

No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 cubic yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

Aggregate type material other than Class 2 may be used for shoulderbacking with engineer's approval if material is shown to adequately bind together upon compaction.

With approval from engineer, material from grinding/pavement obliteration may be used for shoulder backing material if placed in locations that do not directly flow into water courses and the material adequately binds together with compaction.

8-1.04 Hot Mix Asphalt: HMA concrete shall be Type A, as designated 1/2" (12-mm) and 3/4 inch (18-mm) maximum, medium and shall conform to the provisions in Section 39, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete for paving shall be between 5 and 7 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall be grade PG64-10 or PG64-16 in conformance with Section 92, "Asphalts," of the Standard Specifications.

8-1.05 Pavement Markers: Pavement markers shall comply with Section 81-3, "Pavement Markers" of the Standard Specifications and these special provisions.

8-1.06 Thermoplastic Markings: Material for traffic stripes and pavement markings shall be Thermoplastic and shall comply with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these special provisions.

Section 9: Description of Work

The road work to be performed consists, in general, of preparing subgrade and importing aggregate base and Hot Mix Asphalt for additional road width, repairing unstable areas of the existing roadway at designated locations by removing and replacing base and asphalt, and placing a full road Hot Mix Asphalt overlay over the repaired and newly widened areas for the following project:

Road Reconstruction
Lonestar Road – Hwy 20 to Meyers Road

Request for Bids – Road Reconstruction – Lonestar Road
Contract No. 3000131-2022
Page 18 of 50

Clearing and grubbing, traffic control, placement of reinforcement fabrics and traffic markings; and other such items or details, not mentioned above, that are required by the Plans, Standard Plans or these Special Provisions shall be performed, placed, constructed or installed.

Section 10: Construction Details

Section 10-1: General

10-1.01 Control of Work Order of work shall conform to the provisions in Section 5, "Control of Work", of the Standard Specifications.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The following shall be added to Section 8-1.04 of the Standard Specifications: Contractor shall begin the physical work at the project site within 15 days of receiving notice to proceed. Contractor shall then diligently prosecute the same to completion before the expiration of 75 working days calculated using a 5 day work week.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for their employees and equipment and their relationship to the traveling public and property throughout the job site. This requirement will apply continuously and not be limited to normal working hours.

If conditions arise which will interfere with the construction or become in conflict with the project plans and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with the work in order that any necessary field revisions may be made. No such revisions shall be made without written order from the Engineer.

10-1.02 Progress Schedule: A progress schedule will be required for this contract but shall be basic in nature to allow for work planning and public notice. Schedule shall be calendar based with anticipated times. There is no contract item for project schedules. Schedules shall be considered as included in the payment for the various other items of work and no additional compensation will be allowed thereof.

10-1.03. Cooperation: Attention is directed to the Sections 5-1.20, "Coordination with Other Entities," and 5-1.36D, "Utility and Non-Highway Facilities," of the Standard Specifications.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if other than those supplied by county. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.04 Fire Plan: The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:
 - A. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work.
 - B. Immediately reporting to said agency all fires occurring within the limits of the project.
 - C. Preventing all project personnel from setting open fires not a part of the work, unless the Fire Index is at "Low", or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible.
 - D. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.
 - E. All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made, therefore.

10-1.05 Obstructions: Attention is directed to the provisions in Section 5-1.36D, "Non-Highway Facilities", 15, "Existing Facilities", and 51-1.03E(9), "Utility Facilities," of the Standard Specifications.

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time contractor shall supply to the County its underground service alert ticket number.

10-1.06 Maintaining Traffic: Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety" and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.04 of the Standard Specifications.

10-1.07 Existing Highway Facilities: The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications.

10-1.08 Mobilization: Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

10-1.09. Signs and Traffic Control.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications and these special provisions.

Stationary mounted project signing of "Road Work Ahead" and "End Construction" signs shall be placed in advance, approximately 2000' on all public county roads leading into the road reconstruction areas for the duration of the construction period. Portions of project with expected short construction periods, may only justify temporary signing. For temporary signing, Contractor shall submit a signing plan to county for approval. Additional minimum signing shall be placed as described above and as required by the appropriate sections of the Standard Specifications.

All traffic control and signing used on the contract shall conform to the requirements set forth in the current manual, "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the Department of Transportation. Construction sign dimensions contained in the "Traffic Control Manual" are minimum dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protective devices as are necessary to give adequate warning to the public at all times that the improvements are under construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof. Length of control zones shall be the minimum required for the work being performed to minimize inconvenience to the public. When necessary, pilot cars shall be utilized to control traffic through the work area.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if used by contractor. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.10. Clearing and Grubbing -- Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines and shoulder areas. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for clearing and grubbing shall be considered as included in the payment for this item of work, and no additional payment will be allowed, thereof.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

10-1.12 Roadway Excavation; Widening and Repair: Roadway Excavation shall conform to the provisions in Section 19 "Earthwork", Section 39-3.02 "Replace Asphalt Concrete Surfacing" and other appropriate sections of the Standard Specifications and these special provisions.

Material of good quality, obtained from roadway excavation for widening, free of asphalt and vegetative matter, shall be used for fill material at the various locations where needed to obtain the subbase as shown on the plans. The sub-base elevation shall be such that the required amount or thickness of class 2 aggregate base required for the road structure section will be obtained. It is anticipated that some material will need to be relocated and placed

to acquire the required subgrade elevation as shown on the plans. Contractor shall notify engineer immediately if due to various factors there is an insufficient amount of material from roadway excavation to obtain the required subgrade.

Roadway excavation for widening shall be a final pay item as shown on the plans and as described in these special provisions. Some areas may require that a portion of the excavated material be moved to other locations such that the minimum Class 2 aggregate thickness can be obtained throughout the project. At these locations, the excess material shall be hauled and placed within the fill areas where there is room for the material and still obtain the minimum required AB thickness.

Roadway excavation for repair shall be as measured in field and as directed by engineer. Any additional cost due to over-excavation by contractor beyond what is marked or directed by engineer will be at the expense of contractor including the additional cost of replacement materials. It is anticipated that additional deterioration and, also from field discovery during construction, some variance in what is shown, listed on plans, and tabulated within these special provisions will occur, and the estimated quantity was increased in anticipation of this. Section 9-1.06B & C shall not apply for the item "Road Excavation Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.13 Class 2 Aggregate Base-- Aggregate base shall be Class 2 $\frac{3}{4}$ " maximum and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and Section 8 of these special provisions. Removal and placement of culverts shall occur prior to the road obliteration and the placement of the class 2 aggregate base items of work.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

The required minimum thickness of base shall be placed and the finished surface shall be graded to the dimensions shown on the plans and typical sections included with these special provisions. The surface of base shall be approved by Engineer prior to the placement of the HMA for grade and compaction, a minimum of 24 hours prior to the scheduling of the placement of the HMA.

All existing entrances and conforms shall be constructed using Class 2 Aggregate base as directed by engineer. Entrances shall be at a minimum, of as good of quality and shape as previously existing entrances and/or be improved as directed by engineer.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.14 Geotextile Fabric.—A geo-synthetic reinforcing fabric shall be placed as shown on plans in conformance with Section 39, 88, 96, and other appropriate sections of the Standard Specifications, and as directed by engineer. Geotextile fabric, shall be fully placed in the bottom of the road repair excavation prior to backfilling with HMA. Field discovery during road repair excavation, further deterioration of the roadway and other aspects of construction may require the elimination or additional use of reinforcing fabric as directed by engineer. Section 9-1.06B & C shall not apply for the item "Geotextile Fabric-Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

Payment shall be by square yard as placed to cover area as shown on plans or as directed by engineer. There will be no payment for waste or excess from cutting of material that is not placed and such cost shall be at the expense of contractor.

10-1.15 Pavement Reinforcing Fabric (PRF).—Paving reinforcing fabric shall be placed as shown on plans in conformance with Section 39, 88, 96, and other appropriate sections of the Standard Specifications.

Contract estimate is based on utilizing two 12' 6" width rolls of PRF within the traveled lanes with approximately 4"-6" overlap adjacent to centerline. Contractor shall verify dimensions and any deviation shall only be with prior approval by engineer.

Asphalt binder required for the placement of the PRF shall be included in the contract price for the PRF or for the HMA and no additional compensation will be allowed therefore. Payment adjustments for price index fluctuations as outlined in Section 9-1.07 will apply.

This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions.

10-1.16 Hot Mix Asphalt Concrete (HMA).--HMA concrete shall be Type A, as designated 1/2 inch maximum for widening and repair work and 3/4 inch maximum for overlay portion of work. All HMA shall conform to the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

HMA shall be placed as shown on the details by the construction method process as required by the standard specifications Section 39-3.01 (2006 Standard Specifications) and these provisions. So called super paving or performance paving specifications shall not apply.

Hot mix asphalt concrete for road repair shall be placed in the full volume area from the excavation (full plug) in lifts not to exceed 3". If dimension is unobtainable in equal 3" lifts, the lifts shall be as near equal as possible (i.e. 5" would be two 2.5" lifts or 7" would be three 2.33" lifts). Each lift shall be compacted and cooled to an acceptable temperature before the next lift is placed. Geotextile fabric conforming to the appropriate section of the standard specifications and these provisions, shall be fully placed in the bottom of the excavation prior to backfilling with HMA. . It is anticipated that additional deterioration and, also from field discovery during construction, some variance in what is shown, listed on plans, and tabulated within these special provisions will occur, and the estimated quantity was increased in anticipation of this. Section 9-1.06B & C shall not apply for the item "HMA - Repair" and no adjustment to compensation for increases or decreases more than 25% or the elimination of the item will be made.

The amount of asphalt binder to be mixed with the aggregate for Type A HMA shall be between 4.0 and 7.0 percent by weight of the dry aggregate as determined necessary by the Engineer. Liquid asphalt binder shall either be grade PG-64-10 or PG-64-16 in conformance with Section 92, "Asphalts," of the Standard Specifications.

Aggregate shall conform to the requirements of the 1/2 inch maximum and 3/4 inch maximum, gradation of Section 39-1.02E, "Aggregate," of the Standard Specifications.

A paint binder (tack coat) shall be applied to all mating surfaces along concrete and at conforms to existing pavement prior to placement of new asphalt concrete. At the option of the contractor, either slow or rapid-setting

asphaltic emulsions, or paving asphalt may be used and shall conform to Sections 39 and 94 of the Standard Specifications. There is no separate item for the placement of the tack coat and the cost shall be included in the contract price paid per HMA ton and no additional compensation will be allowed therefore.

Asphalt concrete will be paid for at the unit bid price per ton (tonne) as determined by weight measurement. The Contractor shall provide, as each truck reaches the project, weight slips to the Engineer. The Contractor shall provide the Engineer with a tabulation, upon completion of the project, which shows gross, tare, and net weights for each truck load delivered to the project. Payment for asphalt concrete shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work (saw cutting, grinding, paint binder or tack coat, etc.) necessary to place the asphalt concrete and all work incidental thereto.

Asphalt concrete shall be spread in one operation with a self-propelled spreader ready for compaction without further shaping.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract price paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefore.

Compacting shall be performed with a tandem roller weighing not less than 8 tons except smaller compacting equipment may be used for road repair work to match conditions as approved by engineer. Placing of asphalt concrete will not be approved during adverse conditions as determined by the Engineer. Any material left on hand after paving has been ordered stopped due to darkness, weather or other adverse conditions shall be disposed of at the Contractor's expense, including the cost of the material. If the temperature of any mixture leaving the plant drops twenty (20) degrees F between the time of leaving the plant and placing on the road or if air temperature is fifty (50) degrees F or lower, the Contractor shall furnish and use full tarpaulins to cover all loads when directed by the Engineer.

In addition to the requirements in Section 39-1.10, "Spreading and Compaction Equipment," of the Standard Specifications and these special provisions, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The minimum length of the ski device shall be 30-feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the first lane of asphalt concrete, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from the centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial lane.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-1.12, "Smoothness," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish Substitute equipment.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

The complete surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking tack coat material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.17-foot will not be allowed at any time between adjacent lanes open to public traffic overnight. A P70 wedge joint may be allowed with adequate signing and approval by engineer.

No separate measurement will be made for tack coat required by the standard specifications and these special provisions.

Measurement and payment for all work performed under this section "Asphalt Concrete" of these Special Provisions, including asphalt concrete paving and paint binder, shall conform to the provisions in Section 39-6, "Payment," of the Standard Specifications, as amended in these Special Provisions.

This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions.

10-1.17 Shoulderbacking.— Shoulder backing shall be placed as shown on the details or as directed by engineer. Contractor shall place imported material to eliminate the abrupt edge after paving operations are complete and to construct shoulders as shown on the plans and details. The finished shoulder shall be a minimum of a 2 foot wide compacted aggregate material, the 2 feet projecting with the same cross slope as the traveled lane with a compacted slope that adequately maintains the shoulder area. Aggregate type material other than Class 2 may be used with engineer's approval if material is shown to adequately bind together upon compaction.

With approval from engineer, salvaged material from grinding asphalt concrete from this project or other projects may be used for shoulder backing material if placed in locations that do not directly flow into water courses and it is shown that the material adequately binds together with compaction.

If contractor utilizes class 2 aggregate that has been paid for under the separate Class 2 AB item for this contract (such as windrowing prior to paving), the shoulder-backing item will be eliminated for that area. Double payment for shoulder-backing material will not be allowed. Otherwise, shoulder backing shall be paid for at the unit bid price per Sta. (100 feet) as determined by measurement. Payment for shoulder backing shall include full compensation for furnishing all labor, materials, tools and equipment, and performing all the work necessary to place the shoulder backing and where there is not a separate item for aggregate base, shall include all work to restore road connections and driveways, and all work incidental thereto. All connections and private driveways at completion shall be in as good of condition as prior to project or improved.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.18 Finished Roadway and Drainage.—The finished roadway and drainage item shall consist of all incidentals to complete the roadway, roadway drainage, and roadway slopes, driveways, and driveway connections, etc. necessary to complete project to a finished respectable end product. All connections and private driveways at completion shall be in as good of condition as prior to project or improved. All drainage shall be unimpeded from the existing culverts and newly installed culverts as site conditions will allow.

This item is subject to the fuel price adjustment as outlined in 5-1.10 Payments of these special provisions.

10-1.19 Pavement and Traffic Markings—Traffic Lines and Pavement Markings shall conform to the provisions in Section 81 "Miscellaneous Traffic Control Devices", Section 84 "Traffic Stripes and Pavement Markings" and 84-2, "Thermoplastic traffic stripe and pavement markings," of the Standard Specifications, Standard Plans, and these special provisions. Contract Item shall be by linear feet (striping) to establish the full detail as shown on the appropriate Standard Plan including supplying and installing the Pavement Markers as shown on designated detail. Section 84-2.04 "Payment" shall be revised to "A double traffic stripe consisting of 2 adjacent 6" stripes shall be measured as one stripe by centerline linear foot when installed to acquire the appropriate detail.

Quantity shown for traffic markings are for lane striping from Hwy 20 to Meyers Road to obtain reasonable ending points for the new striping standard. This will include some restriping over existing markings. When restriping, contractor shall be responsible for removing markers that will be in conflict and replacing any damaged or markers in poor condition and installing traffic markings to best match location of the existing traffic markings. Contractor shall be responsible for referencing and re-establishing any marking locations that will be lost during construction.

Contractor shall be responsible for placing and maintaining all temporary markings until the permanent markings are in place, including centerline striping patterns, legends, limit lines, etc.

(DO NOT DETACH)
BID TO THE COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. - 3000131-2022

NAME OF BIDDER: Baldwin Contracting Company, Inc. dba Knife River Construction

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: 1764 Skyway

(Please include even if P.O. Box used)

CITY, STATE, ZIP: Chico, CA 95928

TELEPHONE NO: AREA CODE (530) 891-6555

FAX NO: AREA CODE (530) 894-6220

EMAIL ADDRESS: andy.lanier@kniferiver.com

CONTRACTOR LICENSE NO.: 91712 DIR # 1000007755

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled:

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

ROAD RECONSTRUCTION
LONESTAR ROAD
Hwy 20 to Meyers Road

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF COLUSA*.

CONTRACTORS BID

ENGINEER'S ESTIMATE OF QUANTITIES

Lonestar Road - Hwy 20 to Meyers Road

LONESTAR ROAD; ROAD NO. 131 (6 MILES)

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	LS	1	30,000	30,000
2	SIGNS AND TRAFFIC CONTROL	LS	1	72,000	72,000
3	CLEARING AND GRUBBING	LS	1	15,000	15,000
4	PULVERIZE ROADBED	SY	49,961	1.60	79,937.60
5	2" CLASS 2AB	TON	5,433	25	135,825
6	5" HMA	TON	14,051	87	1,222,437
8	6" ROAD EXC.-REPAIR	SF	11,391	1.55	17,656.05
9	GEOTEXTILE FABRIC-REPAIR	SY	1,266	10	12,660
10	HMA-REPAIR	TON	427	120	51,240
11	PRF-OVERLAY	SY	46,079	2.07	95,383.53
12	HMA-OVERLAY	TON	7,776	90	699,840
13	RAISE UTILITIES	LS	1	7,000	7,000
13	SHOULDERBACKING	STA	351	475	166,725
15	TRAFFIC MARKING DET. 5	LF	25,658	.40	10,263.20
16	TRAFFIC MARKING DET. 18	LF	2,844	1.10	3,128.40
17	TRAFFIC MARKING DET. 21	LF	6,012	1.30	7,815.60
18	TRAFFIC MARKING DET. 27B&C	LF	68,800	.65	44,720

TOTAL \$ 2,671,631.38

Note: Evaluation of the submitted bids utilizing the various sources of information shall be the sole and final determination of the County of Colusa and may not be based solely on cost.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Standard Specifications and Section 2 of these special provisions.

LIST OF SUBCONTRACTORS

<u>Name, Address, License & DIR #s</u>	<u>Description of Portion of Work Subcontracted</u>
PACIFIC NORTHWEST OIL STOCKTON, CA LIC # 705296 DIR # 10000372635	TACK & PAVING FABRIC
PACIFIC ^{PAV} PAVEMENT RECYCLING SYSTEMS SACRAMENTO, CA LIC # 569352 DIR # 1000003363	PULVERIZED DAILY OPERA
CHESP Co. WOODLAND, CA LIC # 374600 DIR # 1000000306	STRIPE

Prior Work Performance References

Public Agency: Caltrans

Project Manager: Dan Rechs

Phone Number: 530-218-1561

Dates and Description of Work: Hwy 162 near Willows, CA \$ 3,412,901.00

Cold Plane and RHMA Overlay 2021

Public Agency: County of Butte

Project Manager: Scott Hightower

Phone Number: 530-693-1701

Dates and Description of Work: Midway near Chico, CA \$ 2,195,659.75

Cold Plane and HMA Overlay 2021

Public Agency: Caltrans

Project Manager: Dan Rechs

Phone Number: 530-218-1561

Dates and Description of Work: Highway 70 near Palermo \$ 13,728,302.17

Widen Hwy 70 to four lanes 2021

Public Agency: City of Chico

Project Manager: Talina Barajas-Chen

Request for Bids – Road Reconstruction – Lonestar Road
Contract No. 3000131-2022
Page 31 of 50

Phone Number: 916-586-6958

Dates and Description of Work: Park Avenue \$ 2,148,812.30

Concrete Replacement, Cold Plane & HMA Paving 2021

Public Agency: County of Butte

Project Manager: Scott Hightower

Phone Number: 530-693-1701

Dates and Description of Work: Skyway Rehabilitation \$ 10,580,073.00

Cold Plane and HMA Overlay 2022

Public Agency: Caltrans

Project Manager: Dan Rechs

Phone Number: 530-218-1561

Dates and Description of Work: Hwy 162 near Willows \$ 5,057,983.50

Cold in place Recycle with RHMA Overlay 2021

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Baldwin Contracting Company, Inc. dba Knife River Construction, proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ☐ , has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

If the answer is yes, explain the circumstances in the following space.

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Baldwin Contracting Co., Inc. dba Knife River Construction

Steve Essoyan - President

Nancy Christenson - Treasurer

Rene J. Vercruyssen GM/VP

Karl A. Liepitz - Secretary

Licensed in conformance with an act providing for the registration of Contractors,

License No. 91712

Classification(s) A, C-8, C-12, HAZ

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda (if any)

number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: September 16, 2022



[Signature]

Richard A. Lanier, Estimating Manager

Signature and Title of Bidder

Business Address 1764 Skyway, Chico CA 95928

Place of Business 1764 Skyway, Chico Ca 95928

Place of Residence Forest Ranch, CA 95942

Request for Bids – Road Reconstruction – Lonestar Road

Contract No. 3000131-2022

Page 37 of 50

Attachment: Attachment A- BID-Knife River Construction (8577 : Award Contract for Lonestar Road to Baldwin dba Knife River)

**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, Baldwin Contracting Company, Inc. dba Knife River Construction
_____ as Principal, and

Liberty Mutual Insurance Company

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

Road Reconstruction - Lonestar Road - Contract No. 3000131-2022

(Copy here the exact description of work, including location as it appears on the bid)

for which bids are to be opened at County of Colusa on September 16, 2022
(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: September 16, 2022

Baldwin Contracting Company, Inc. dba Knife River Construction

Richard A. Lanier

Estimating Manager

Principal

Liberty Mutual Insurance Company

Surety

By Heather R. Goedtel

Attorney-in-fact
Heather R. Goedtel



CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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

Minnesota
State of ~~California~~
County of ~~Colusa~~
Hennepin

On September 16, 2022 before me Blake S. Bohlig, Notary Public,
(insert name and title of the officer)

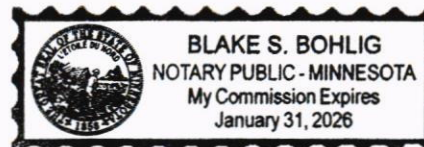
personally appeared Heather R. Goedel, Attorney-in-Fact, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.

Signature

Blake S. Bohlig



(SEAL)



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

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

Certificate No: **8208081-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghausser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; Nicole Langer

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My Commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



www.kniferiver.com

PO Box 5568
Bismarck, ND 58506-5568

Street Address:
1150 West Century Avenue
Bismarck, ND 58506
(701) 530-1400
(701) 530-1451 Fax

September 11, 2013

Re: Appointment of Agents -- Power of Attorney

To Whom It May Concern:

I hereby authorize and empower the following individuals to be designated an Agent of Baldwin Contracting Company, Inc. ("Baldwin") to execute and deliver documents, including but not limited to agreements, construction contracts, subcontracts, competitive bids for projects, general contractor proposals, subcontractor proposals, price quotations or bids for materials, lien releases, and other documents and instruments with governmental authorities (federal, state, county, and local), with general contractors and subcontractors, and with private parties, in the name and on behalf of Baldwin:

Richard A. Lanier
Todd Garman

I hereby also authorize and empower the following individual to be designated an Agent of Baldwin for the purpose of witnessing or attesting, if necessary, any such documents mentioned above:

Richard A. Lanier
Todd Garman

This authorization letter is effective and in full force and effect, until modified.

Sincerely,

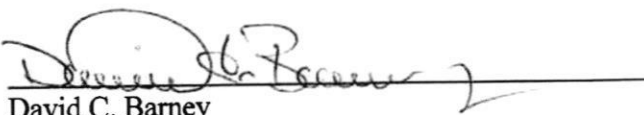
David C. Barney
Chairman of the Board
and Chief Executive Officer

Attachment: Attachment A- BID-Knife River Construction (8577 : Award Contract for Lonestar Road to Baldwin dba Knife River)

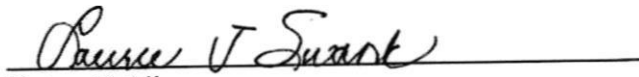
KNIFE RIVER CORPORATION

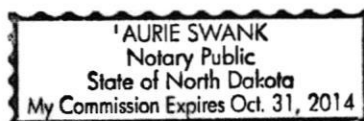
STATE OF NORTH DAKOTA)
) ss:
 COUNTY OF BURLEIGH)

DAVID C. BARNEY, being first duly sworn, deposes and says that he is the Chairman of the Board and Chief Executive Officer of Baldwin Contracting Company, Inc.; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.


 David C. Barney
 Chairman of the Board and Chief Executive Officer

Subscribed and sworn to before me on Sept 11, 2013.


 Notary Public



CERTIFICATE

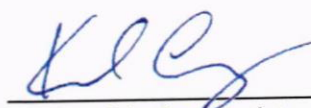
I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of Baldwin Contracting Company, Inc., a California corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated May 16, 2018, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
Stephen J. Essoyan	President
René J. Vercruyssen	Vice President and General Manager
Michael W. Fidler	Region Controller and Assistant Secretary
Nancy K. Christenson	Chief Financial Officer and Treasurer
Daniel S. Kuntz	General Counsel and Secretary
Karl A. Liepitz	Assistant Secretary

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Baldwin Contracting Company, Inc. which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 Execution of Instruments. All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chair of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on July 12, 2018.



Karl A. Liepitz, Assistant Secretary

DRAFT CONTRACT IS PROVIDED

AS AN INFORMATIONAL ITEM ONLY

DO NOT COMPLETE WITH BID

**Colusa County Department of Public Works Contract for Construction on County Roads
Road Reconstruction – Lonestar Road
CONTRACT NO. 3000131-2022**

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

1. Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County's construction on Road Repair Lonestar Road, Contract No. 3000131-2022, 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. This includes:

- A. Contractor's bid and proposal;
- B. The California Department of Transportation Standard Plans dated 2015 (2006 for HMA);
- C. The California Department of Transportation Standard Specifications dated 2015 (2006 for HMA); and
- D. The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 3000131-2022, dated _____, including all addendums and attachments thereto.

2. Term: This Contract shall begin on date of signing and shall continue until all requested services are completed.

3. Compensation: County will pay Contractor compensation not to exceed \$ _____, as bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.

A. Retention: An amount of 5% shall be deducted 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: Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice. Upon receipt of the final 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. Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than \$2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- E. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 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. 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.
- 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[JKS2][JKS3].[JKS4]
- 14. 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.

15. 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.

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

If to County: Colusa County Public Works
1215 Market Street, Colusa CA 95932
(530) 458-0466

If to Contractor: _____

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

Request for Bids – Road Reconstruction – Lonestar Road
Contract No. 3000131-2022
Page 45 of 50

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.

23. 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.

24. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include: _____ **Bid for 3000131-2022**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this _____ day of _____, 2022.

COUNTY OF COLUSA

CONTRACTOR

Chair of the Board of Supervisors
County of Colusa

Signature

Printed Name and Title

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Ann Nordyke, Deputy

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

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

State of California,
County of Colusa

On _____ before me _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of _____ Public Works, has awarded _____ to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

Request for Bids – Road Reconstruction – Lonestar Road
Contract No. 3000131-2022
Page 49 of 50

Attachment: Attachment A- BID-Knife River Construction (8577 : Award Contract for Lonestar Road to Baldwin dba Knife River)

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

State of California,
County of Colusa

On _____ before me _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

INDEX OF PLANS

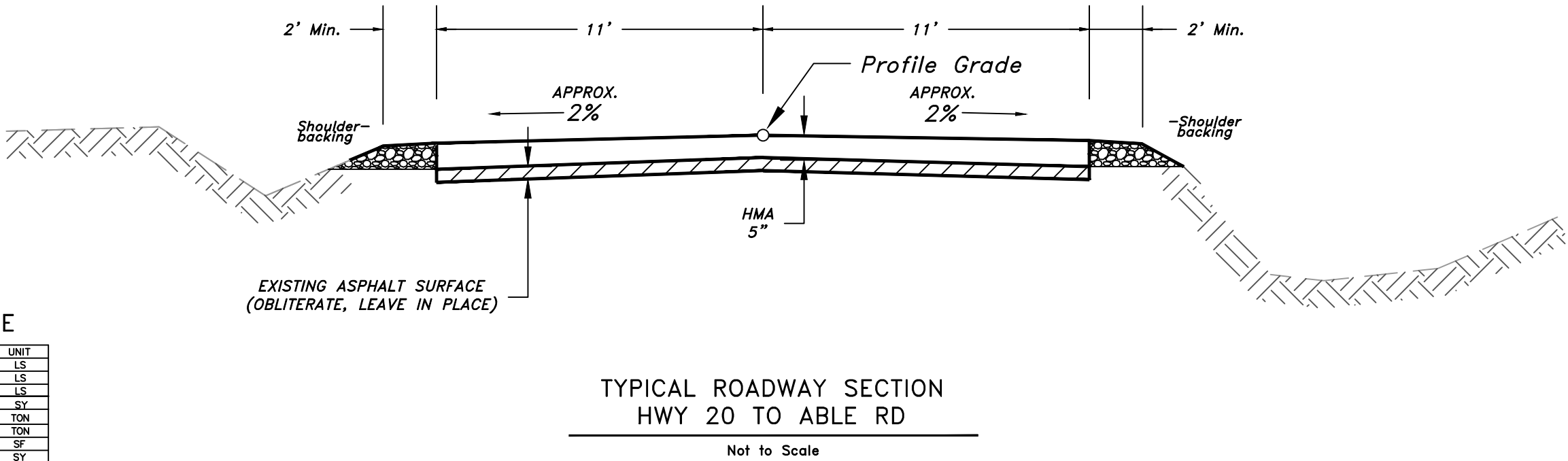
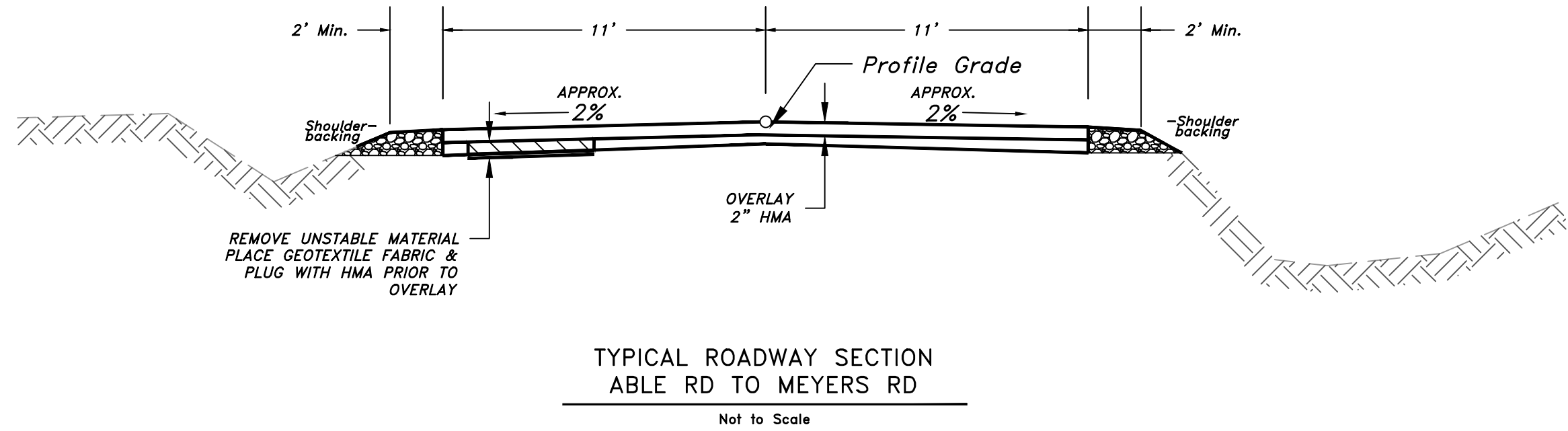
Dist	COUNTY	LOCATION CODE	POST MILES TOTAL PROJECT	\$ No.	SHEETS
03	COL	131	0 TO 6.6	1	3



APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS									
				LONESTAR ROAD PROJECT 2022 TITLE SHEET							SHEET			
											1			
CONTRACT NO.		3000131		SCALE	NONE	DATE	04/01/2022	DESIGN	Mickleson	DRAWN	Lopez	CHECKED		APPROVED

Attachment: Attachment B - Maps (8577 : Award Contract for Lonestar Road to Baldwin dba Knife River)

* NOTE: CONFORM TO SIDE ROADS AND DRIVEWAYS
NOTE: LOCATION WITHIN ROADWAY VARIES

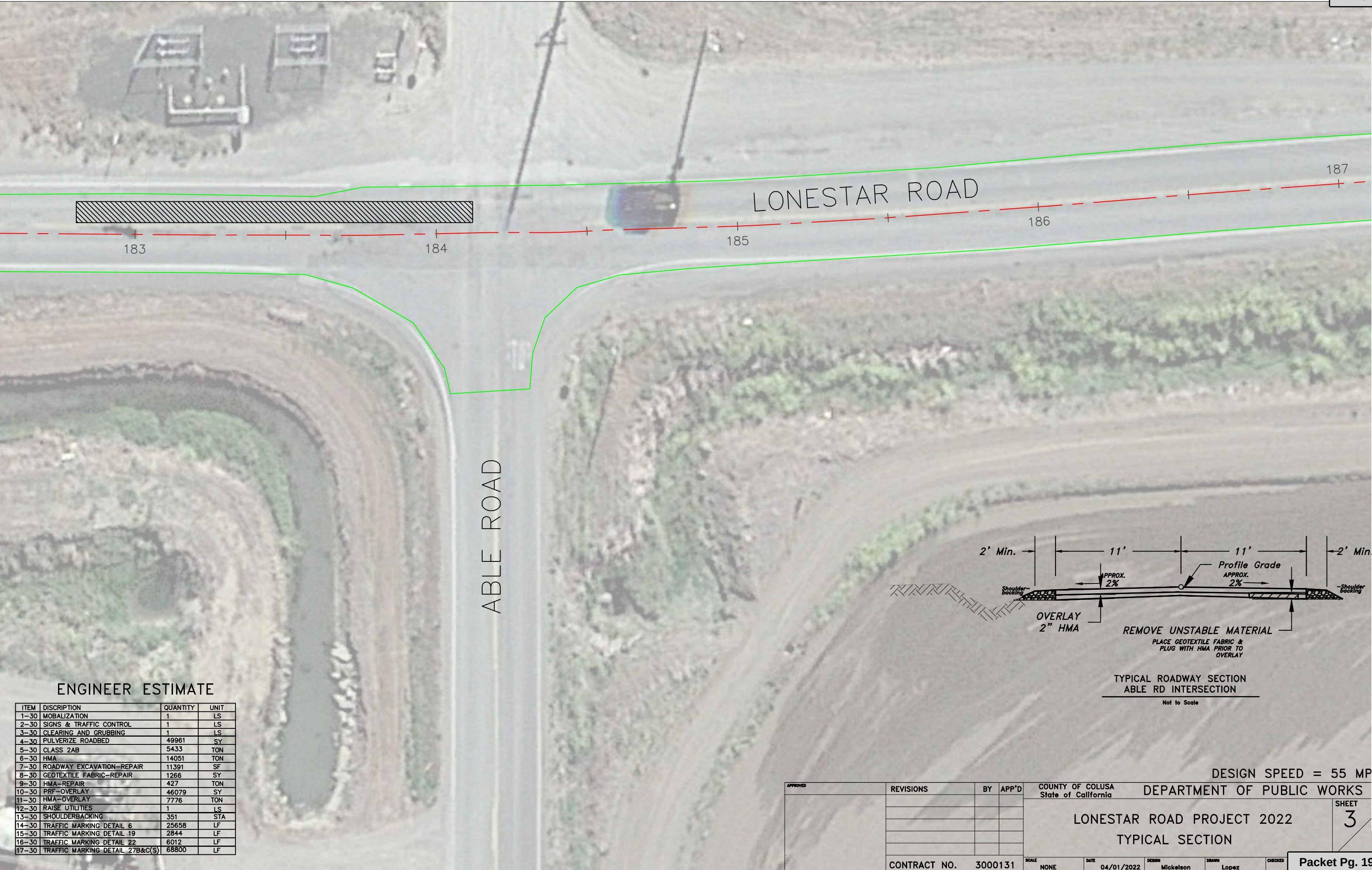


ENGINEER ESTIMATE

ITEM	DISCRIPTION	QUANTITY	UNIT
1-30	MOBALIZATION	1	LS
2-30	SIGNS & TRAFFIC CONTROL	1	LS
3-30	CLEARING AND GRUBBING	1	LS
4-30	PULVERIZE ROADBED	49961	SY
5-30	CLASS 2AB	5433	TON
6-30	HMA	14051	TON
7-30	ROADWAY EXCAVATION-REPAIR	11391	SF
8-30	GEOTEXTILE FABRIC-REPAIR	1266	SY
9-30	HMA-REPAIR	427	TON
10-30	PRF-OVERLAY	46079	SY
11-30	HMA-OVERLAY	7776	TON
12-30	RAISE UTILITIES	1	LS
13-30	SHOULDERBACKING	351	STA
14-30	TRAFFIC MARKING DETAIL 6	25658	LF
15-30	TRAFFIC MARKING DETAIL 19	2844	LF
16-30	TRAFFIC MARKING DETAIL 22	6012	LF
17-30	TRAFFIC MARKING DETAIL 27B&C(S)	68800	LF

DESIGN SPEED = 55 MP

APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS	SHEET 2
				LONESTAR ROAD PROJECT 2022		3
				TYPICAL SECTION		
CONTRACT NO. 3000131				SCALE NONE	DATE 04/01/2022	DESIGN Mickelson
				DRAWN Lopez	CHECKED	Packet Pg. 195



ENGINEER ESTIMATE

ITEM	DISCRPTION	QUANTITY	UNIT
1-30	MOBALIZATION	1	LS
2-30	SIGNS & TRAFFIC CONTROL	1	LS
3-30	CLEARING AND GRUBBING	1	LS
4-30	PULVERIZE ROADBED	49961	SY
5-30	CLASS 2AB	5433	TON
6-30	HMA	14051	TON
7-30	ROADWAY EXCAVATION-REPAIR	11391	SF
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APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS	SHEET
					LONESTAR ROAD PROJECT 2022	3
					TYPICAL SECTION	3
CONTRACT NO. 3000131				SCALE NONE	DATE 04/01/2022	DESIGN Mickelson
					DRAWN Lopez	CHECKED
				Packet Pg. 196		

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Adopt Plans, Specifications and Working Details for ADA improvements and boat launch at East Park Reservoir RFB

Adopt plans, specifications and working details for ADA improvements and boat launch at East Park Reservoir and solicit bids from qualified contractors.

Detailed Description/Background of request

June 5, 2018, voters approved California Proposition 68, the Parks, Environment and Water Bond. The measure authorized \$4 billion in general obligation bonds for the creation and rehabilitation of state and local parks, natural resources protection projects, climate adaptation projects, water quality and supply projects, and flood protection projects. The County of Colusa received a non-competitive per capita allocation of \$400,000 as a result of this proposition, and Arbuckle and Maxwell Park and Recreation Districts each received \$177,952.

As noted, Board directed staff to solicit projects, and in May 2021 gave direction to staff to proceed with 3 projects. Unfortunately one of the three (non-motorized launch area) is unable to move forward in the process at this time due to land tenure requirements of the funding source, and the time frame in which we had to procure tenancy. Due to program match requirements, the Maxwell Park and Recreation District chose to assign their allocation of \$177,952 to the County of Colusa for use at East Park Reservoir. This re-allocation process resulted in a decision to approve applications for ADA improvements and boat launch at East Park Reservoir in the amount of \$474,602 as well as grant re-allocation of \$103,350 to Arbuckle Park and Recreation District for use on their basketball court project

The Department has performed the civil design of ADA compliant approaches for the existing vault toilets and new concrete boat ramp as well as completed bid documents for the project. We are requesting that the Board approve the document package for advertisement.

Prior Board Action

December 10, 2021 Direction given to staff to submit applications for the ADA improvements and boat launch at East Park Reservoir in the amount of \$474,602, and that the Board approve a resolution re-allocating \$103,350 of our increased allocation to Arbuckle Park and Recreation District for use on their basketball court project.

May 25, 2021 Direction given to staff to move forward with the following Projects and request detailed budgets as well as other potential funding sources and place on the August Agenda for further Board consideration.

- Arbuckle Parks & Recreation - basketball courts
- County of Colusa - ADA improvements and boat launch at East Park Reservoir
- County of Colusa-Sacramento River non-motorized launch areas

February 2, 2021 the Board adopted **Resolution No. 21-006** Approving Application(s) for Per Capita Grant Funds, and direction was given to staff to perform outreach to other eligible jurisdictions for possible projects and bring back to the Board for consideration.

Fiscal Impact/Funding Source

Budgeted -100 % Prop 68 funds

Action for the Clerk

Please publish Notice to Bidders ASAP September 29th and October 6th, 2022.

ATTACHMENTS:

- Notice to Bidders (DOCX)
- Special Provisions Boat Ramp and ADA Improvements 01 (PDF)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
CONTRACT NO. 300045

Sealed proposals for the work shown on the plans entitled:

COUNTY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
BOAT RAMP & BATHROOM UPGRADES
AT
EAST PARK RESERVOIR

will be received at the Office of the Clerk of the Board of Supervisors, of the County of Colusa, 547 Market Street, Suite 102, Colusa, California 95932 until 2:00 p.m. on October 12, 2022.

Proposal forms for this work are included in this set of contract documents and are entitled:

COUNTY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
BID BOOK FOR
BOAT RAMP & BATHROOM UPGRADES
AT
EAST PARK RESERVOIR

General work description: The concrete work to be performed consists, in general, of placing a 20'x 200' concrete Boat Ramp on the Stonyford side of East Park Reservoir. As well as placing ADA restroom approaches ramps at various location around the East Park Reservoir.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Bid packages are available by clicking on the Bids and RFP's portion of the County of Colusa's website located at www.countyofcolusa.org. Plan holder information is required by contractors in order to download the bid packages.

Technical questions should be directed to the Office of the Director of Public Works, County of Colusa, California, telephone (530) 458-0466.

The successful bidder shall furnish a payment bond and a performance bond.

The County of Colusa hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Colusa address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Date: September 27, 2022

Melissa Kitts, Deputy

*COUNTY OF COLUSA**DEPARTMENT OF PUBLIC WORKS*

NOTICE TO CONTRACTORS SPECIAL PROVISIONS BID BOOK

BOAT RAMP & BATHROOM UPGRADES AT EAST PARK RESERVOIR

For use in Connection with Standard Specifications and Standard Plans Dated May 2015, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 300045

Bid Opening Date: September 29, 2022 at 10:00 a.m.

Bid Closing Date: October 12, 2022 at 2:00p.m.

Approved by the Board of Supervisors

Chairman of the Board of Supervisors

Date

TABLE OF CONTENTS

	Page No.
LOCATION MAP/DETAILS	5
NOTICE TO BIDDERS	12
COPY OF ENGINEERS ESTIMATE	15
SPECIAL PROVISIONS	16
SECTION 1. SPECIFICATIONS AND PLANS	16
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS	16
2-1.01 GENERAL	16
SECTION 3 AWARD AND EXECUTION OF CONTRACT	17
3-1.01 BONDS	17
3-1.02 PERFORMANCE REFERENCES	17
SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	18
SECTION 5 GENERAL	18
5-1.01 LABOR NONDISCRIMINATION	18
5-1.02 PREVAILING WAGE	18
5-1.03 PUBLIC SAFETY	19
5-1.04 BUY AMERICA REQUIREMENTS	20
5-1.08A SUBCONTRACTING	21
5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	21
5-1.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	21
5-1.11 PAYMENTS	22
5-1.12 SURFACE MINING AND RECLAMATION ACT	22
5-1.14 AREAS FOR CONTRACTOR'S USE	22
5-1.15 AIR POLLUTION CONTROL	23
5-1.17 WATER CONSERVATION	23
5-1.18 PROJECT APPEARANCE	23
SECTION 6. (BLANK)	23
SECTION 7. INSURANCE	24
SECTION 8. (MATERIALS)	24
8-1.00 MEASUREMENT OF QUANTITIES	25
8-1.01 FOREIGN MATERIALS	25
8-1.02 AGGREGATES	25
8-2 CONCRETE	26
8-2.01 GENERAL	26
8-2.02 COMPRESSIVE STRENGTH	26
8-2.02.1 CONCRETE STRUCTURES	26
8-2.03 CURING COMPOUNDS	27
SECTION 9. DESCRIPTION OF WORK	27
SECTION 10. (CONSTRUCTIONS DETAILS)	27
10-1 GENERAL	27
10-1.01 ORDER OF WORK	27
10-1.02 MOBILIZATION	28
10-1.03 COOPERATION	28
10-1.04 PROGRESS SCHEDULE	28
10-1.05 CONSTRUCTION AREA SIGNS	28

10-1.06 FIRE PLAN	29
10-1.08 CLEARING AND GRUBBING	29
10-1.09 WATERING	29
10-1.10 EARTHWORK	29
10-1.11 COMPACTION	29
10-1.17 REINFORCEMENT	30
10-1.18 ROCK SLOPE PROTECTION	30
10-1.23 IMPORT BORROW	30
10-1.24 AGGREGATE BASE	30
10-1.28 TRAFFIC MARKINGS	30

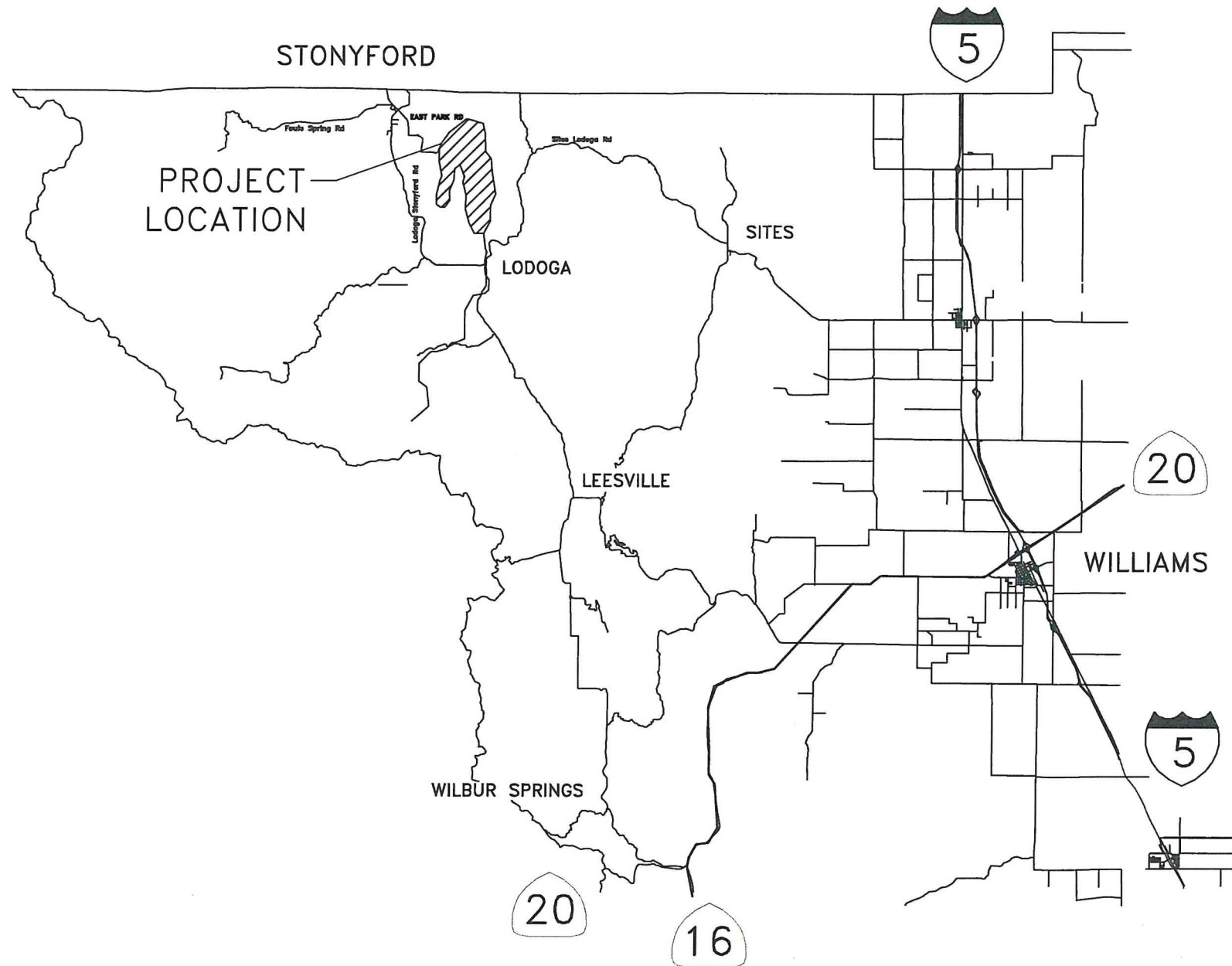
PROPOSAL AND CONTRACT

PROPOSAL	331
CONTRACTOR'S BID	33
LIST OF SUBCONTRACTORS	34
PRIOR WORK REFERENCES	35
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	36
PUBLIC CONTRACT CODE (Statements, Questionnaire and Noncollusion Affidavit)	37
NONCOLLUSION AFFIDAVIT	39
DEBARMENT AND SUSPENSION CERTIFICATION	40
BIDDER'S BOND	42
CONTRACT	43
PAYMENT BOND	43
PERFORMANCE BOND	47

INDEX OF PLANS

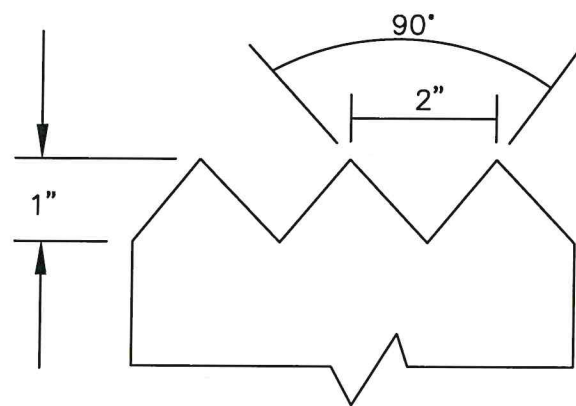
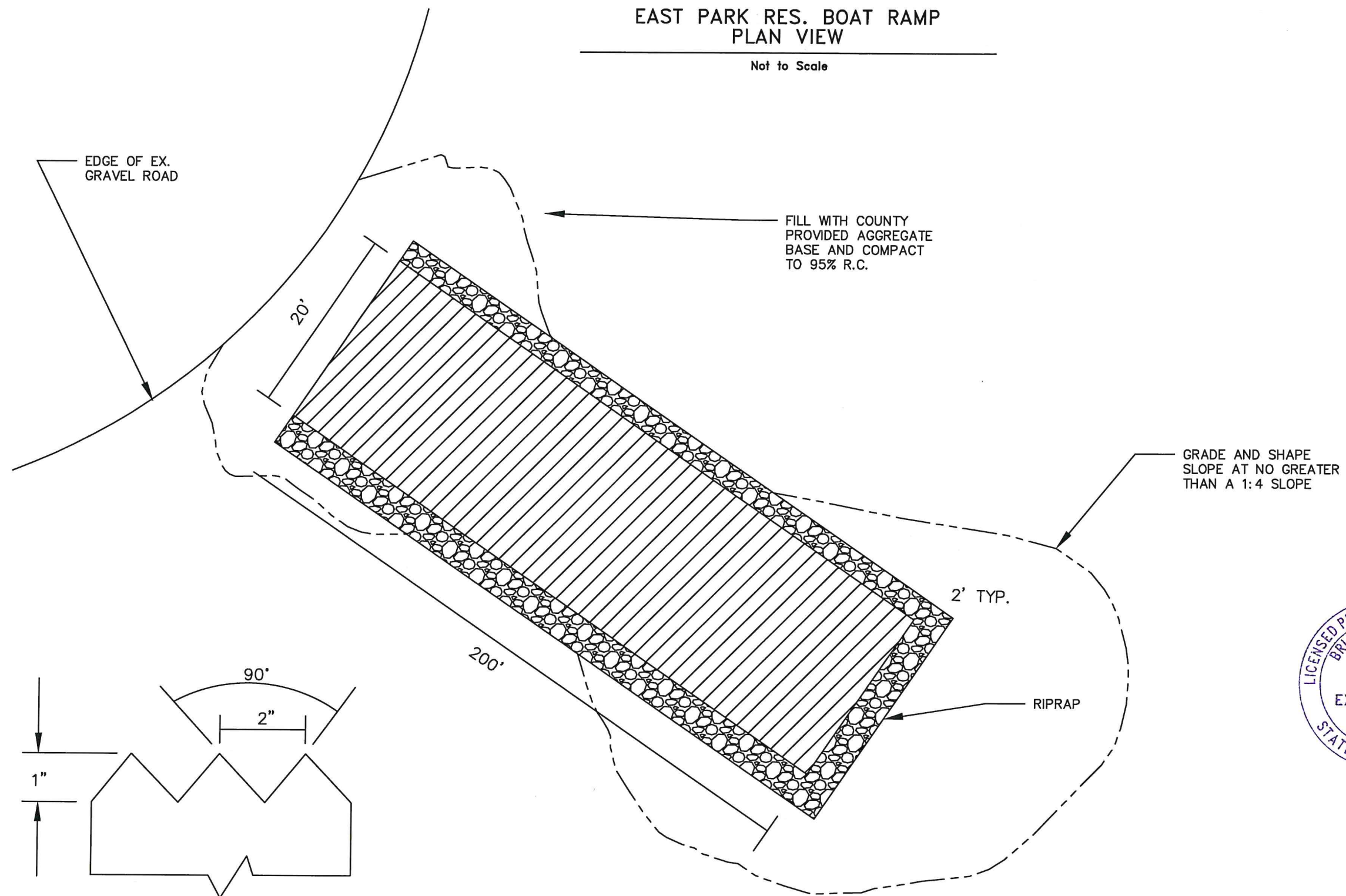
SHEET No.	DESCRIPTION
BOAT RAMP DETAILS	
1	TITLE SHEET
2	TS1 PLAN VIEW
3	TS2 CAST IN PLACE RAMP SECTION
4	TS3 BOTTOM END OF RAMP
5	TS4 PROFILE VIEW
ADA IMPROVEMENTS	
1	FRONT AND RIGHT APPROACH
2	LEFT APPROACH/ LOCATION MAP

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
East Park Boat Ramp



Brian
9/20/22

APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS	SHEET 1 OF 5
					East Park Boat Ramp 2022 TITLE SHEET	
CONTRACT NO.				SCALE NONE	DATE 09/13/2022	DESIGN Mickelson
					DRAWN Lopez	CHECKED APPROVED



V-GROOVE DETAIL

Not to Scale



Brian
9/20/22

APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS				
				EAST PARK BOAT RAMP TYPICAL SECTION					SHEET 2 OF 5
CONTRACT NO.				SCALE	DATE	DESIGN	DRAWN	CHECKED	APPROVED
				NONE	9/13/2022	Mickelson	Lopez		

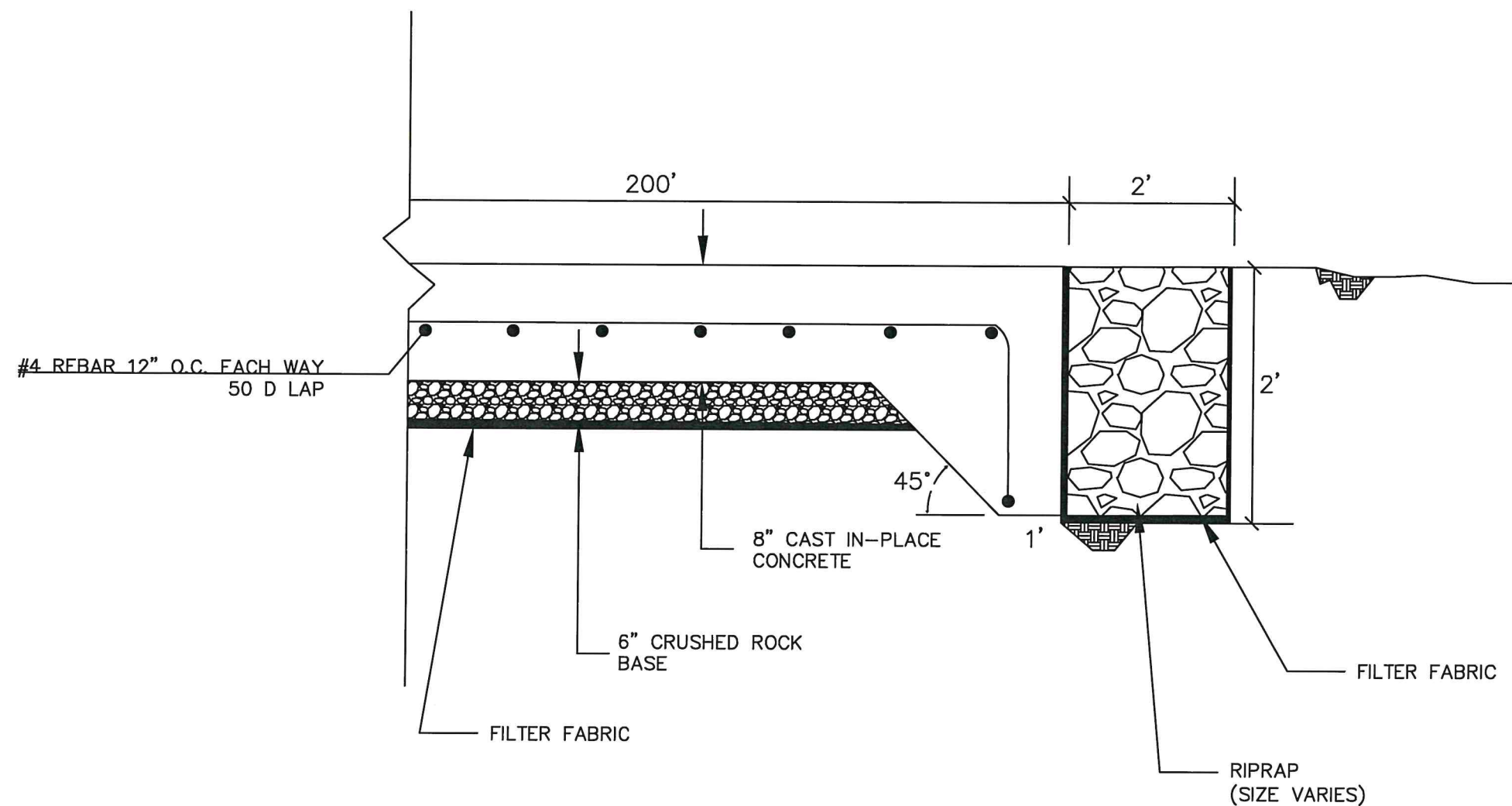
-
- 8" CAST IN-PLACE CONCRETE
- 2'
- 20'
- 2'
- 2'
- 1'
- 45°
- 45°
- 1'
- 6" CRUSHED ROCK BASE
- FILTER FABRIC
- #4 REBAR 12" O.C. EACH WAY
50% LAP
- RIPRAP (SIZE VARIES)

Not to Scale



Brini
9/20/22

APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California	DEPARTMENT OF PUBLIC WORKS				
				EAST PARK BOAT RAMP TYPICAL SECTION					SHEET 3
									5
CONTRACT NO.				SCALE NONE	DATE 09/13/2022	DESIGN Mickelson	DRAWN Lopez	CHECKED	APPROVED



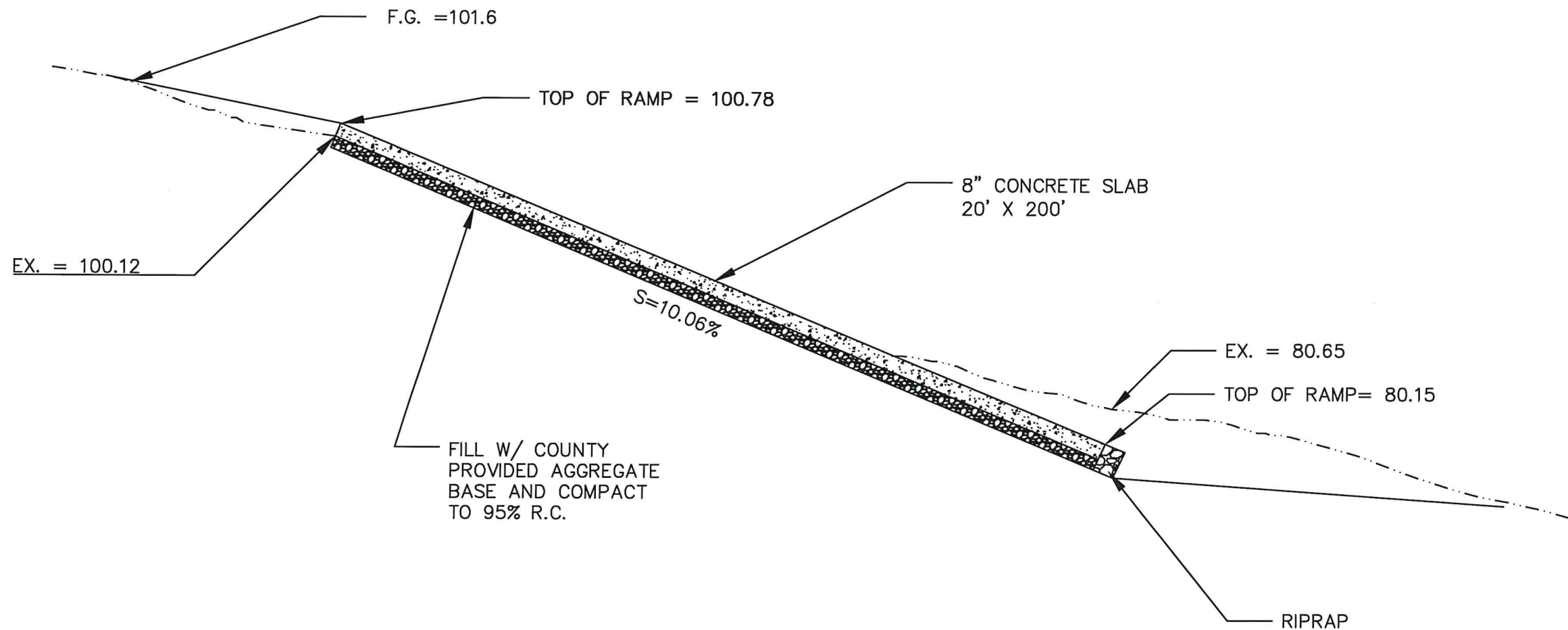
CAST IN-PLACE RAMP SECTION
BOTTOM END OF RAMP

Not to Scale



Brian Mickelson
9/20/22

APPROVED				COUNTY OF COLUSA State of California				DEPARTMENT OF PUBLIC WORKS			
				REVISIONS	BY	APP'D		EAST PARK BOAT RAMP TYPICAL SECTION			
CONTRACT NO.				SCALE	DATE	DESIGN	DRAWN	CHECKED	APPROVED		
				NONE	09/13/2022	Mickelson	Lopez				



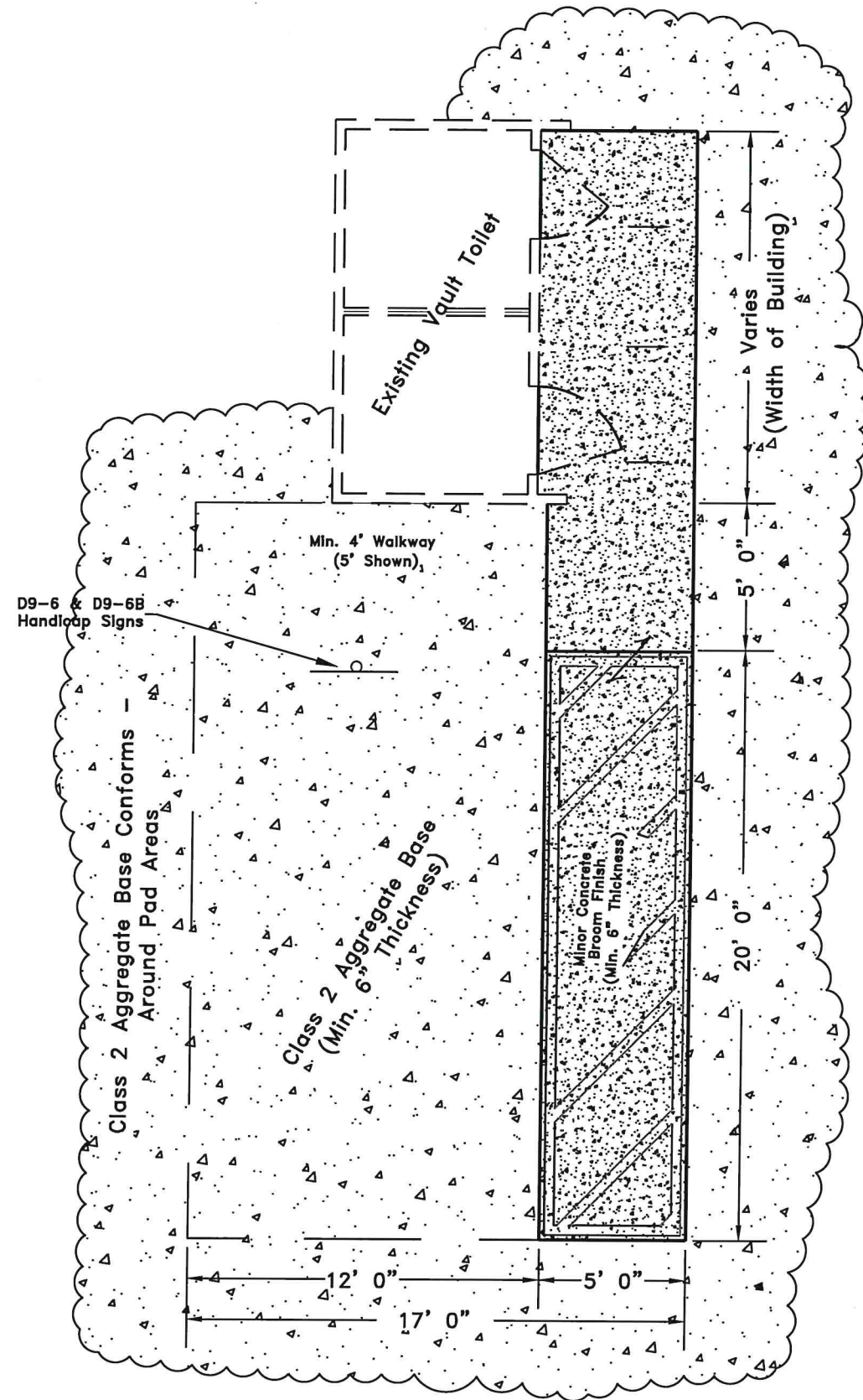
EAST PARK RES. BOAT RAMP
PROFILE

Not to Scale



Brian Mickelson
9/20/22

APPROVED				COUNTY OF COLUSA State of California				DEPARTMENT OF PUBLIC WORKS			
				REVISIONS	BY	APP'D		EAST PARK BOAT RAMP TYPICAL SECTION			
CONTRACT NO.				SCALE	DATE	DESIGN	DRAWN	CHECKED	APPROVED	SHEET 5 OF 5	
				NONE	09/13/2022	Mickelson	Lopez				

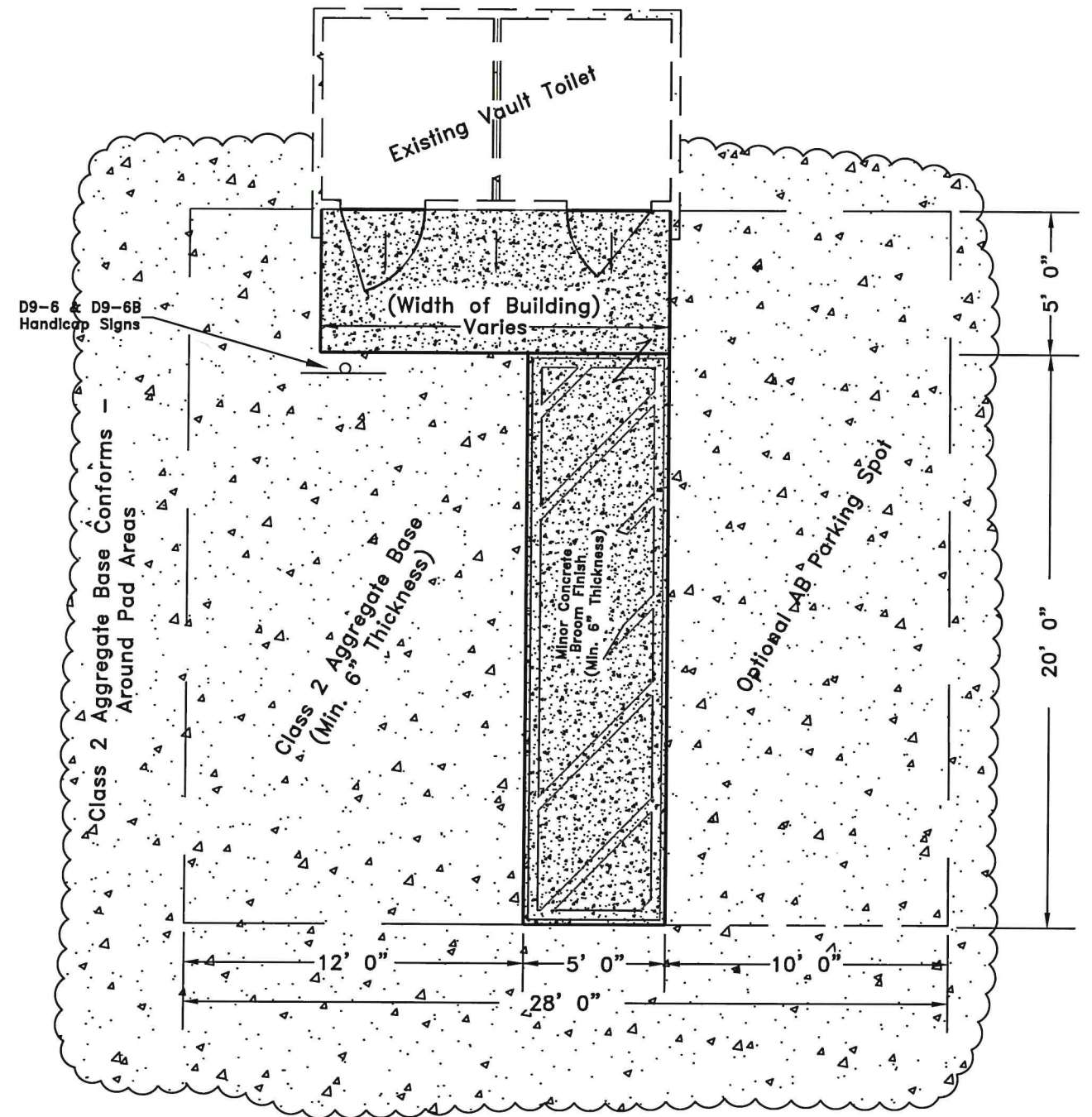


EAST PARK RES. VAULT TOILET
RIGHT APPROACH

Not to Scale



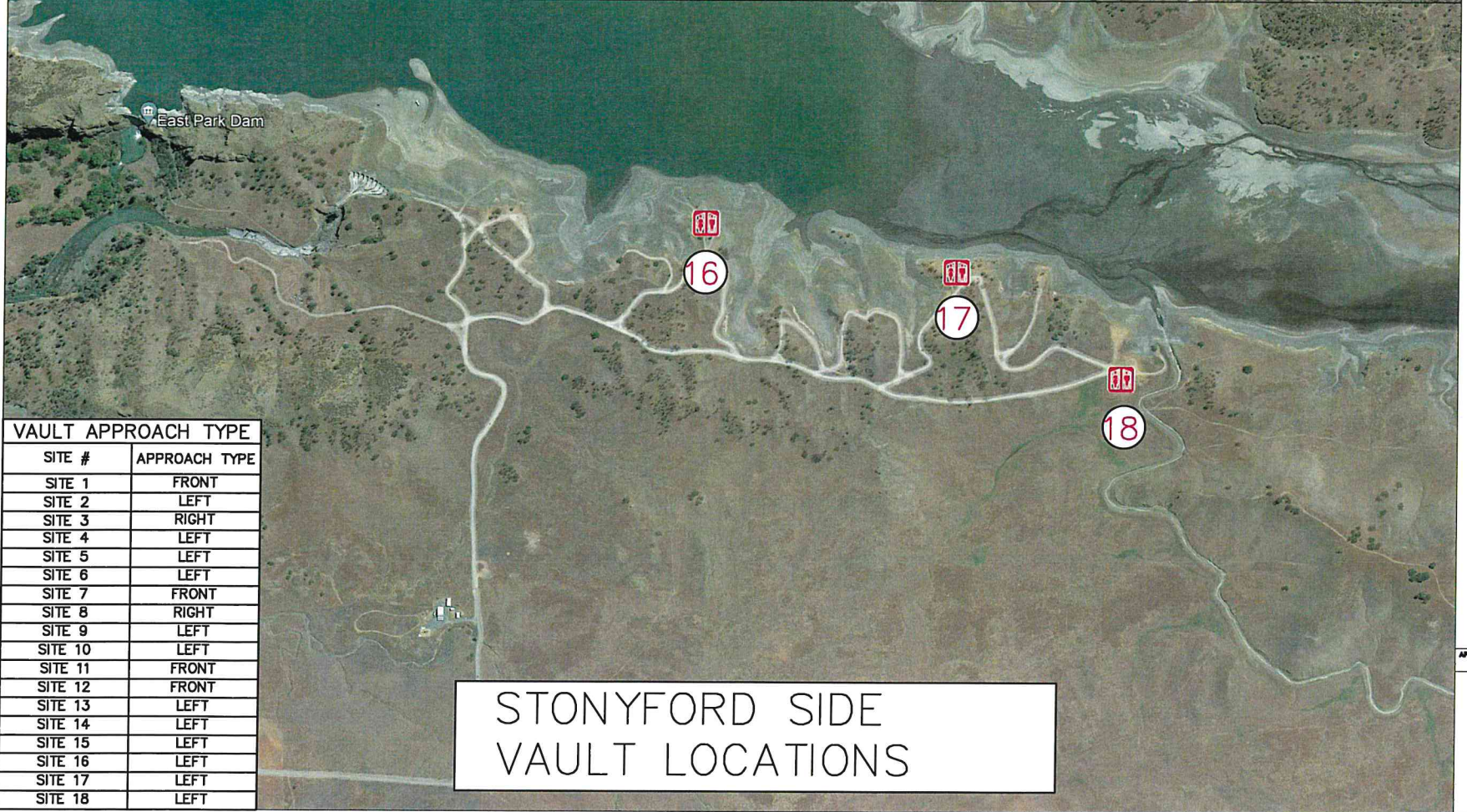
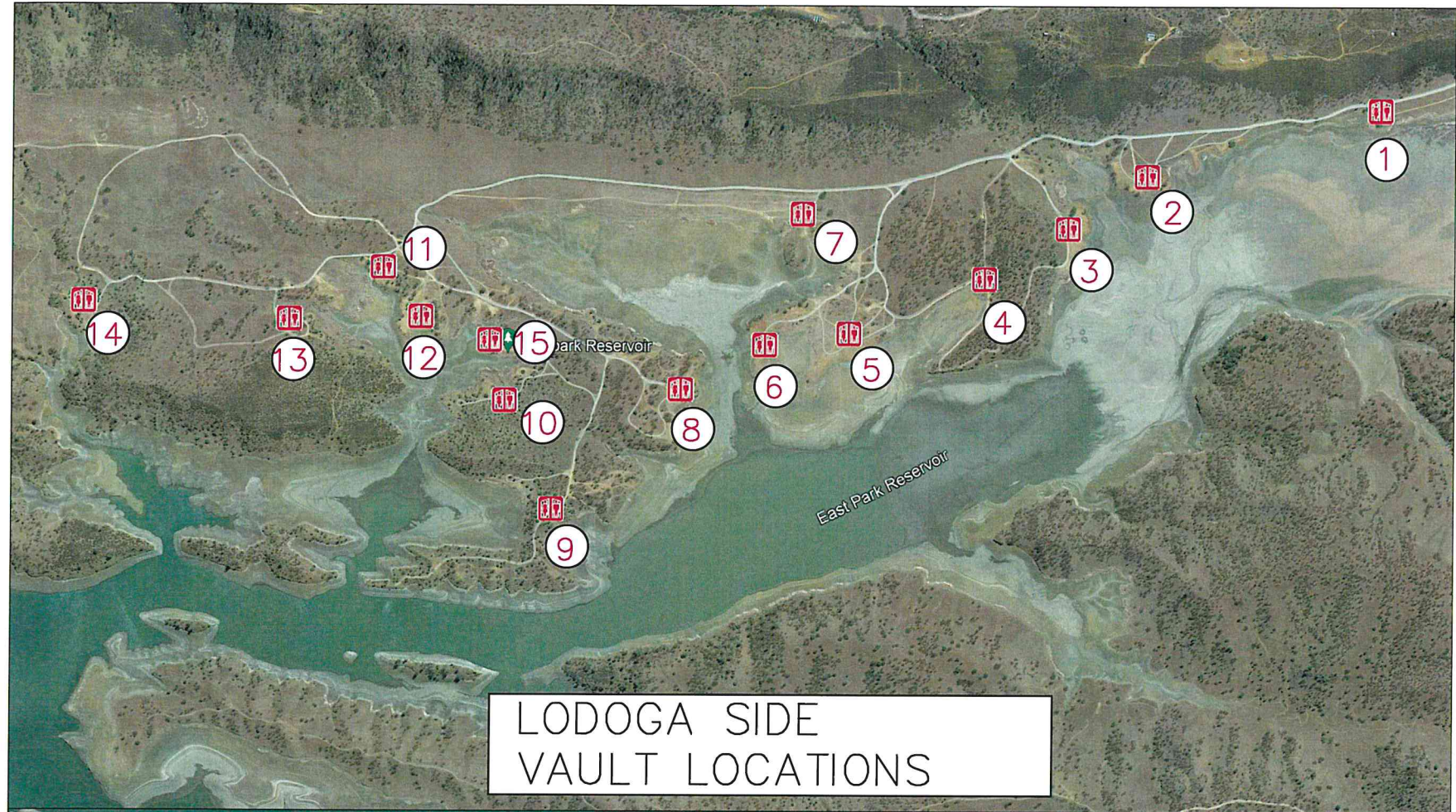
Brian
9/20/22



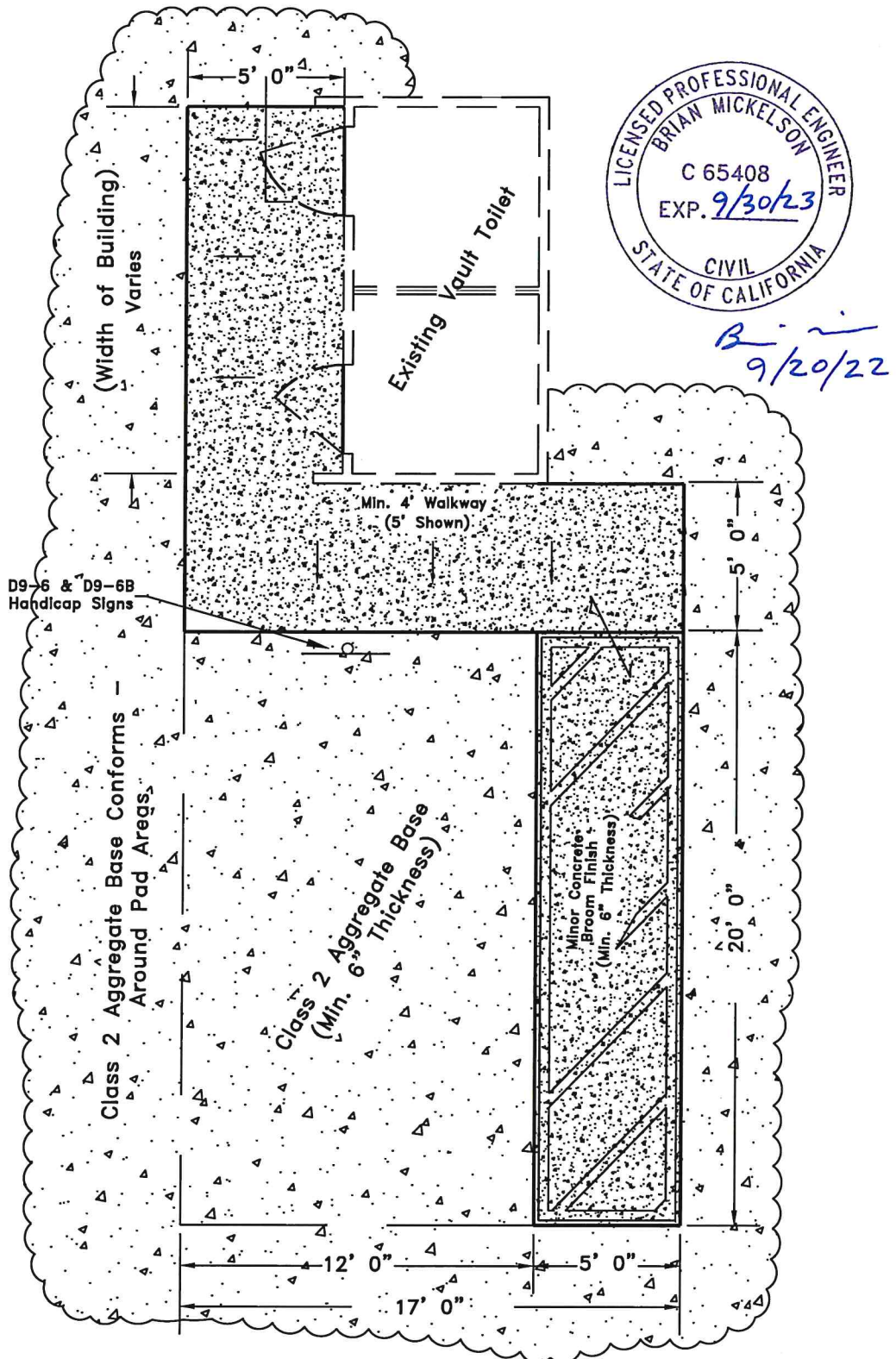
EAST PARK RES. VAULT TOILET
FRONT APPROACH

Not to Scale

APPROVED	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California										DEPARTMENT OF PUBLIC WORKS									
				EAST PARK VAULT TOILET TYPICAL SECTION																		SHEET 1 OF 2	
	CONTRACT NO.				SCALE	NONE	DATE	09/13/2022	DESIGN	Mickelson	DRAWN	Lopez	CHECKED		APPROVED								



VAULT APPROACH TYPE	
SITE #	APPROACH TYPE
SITE 1	FRONT
SITE 2	LEFT
SITE 3	RIGHT
SITE 4	LEFT
SITE 5	LEFT
SITE 6	LEFT
SITE 7	FRONT
SITE 8	RIGHT
SITE 9	LEFT
SITE 10	LEFT
SITE 11	FRONT
SITE 12	FRONT
SITE 13	LEFT
SITE 14	LEFT
SITE 15	LEFT
SITE 16	LEFT
SITE 17	LEFT
SITE 18	LEFT



EAST PARK RES. VAULT TOILET
LEFT APPROACH

Not to Scale

APPROVED		REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California		DEPARTMENT OF PUBLIC WORKS			
					EAST PARK VAULT TOILET TYPICAL SECTION			SHEET 2	OF 2	
CONTRACT NO.					SCALE NONE	DATE 09/13/2022	DESIGN Mickelson	DRAWN Lopez	CHECKED	APPROVED

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
CONTRACT NO. 300045

Sealed proposals for the work shown on the plans entitled:

COUNTY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

BOAT RAMP & BATHROOM UPGRADES

AT
EAST PARK RESERVOIR

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AT
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THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

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ENGINEER'S ESTIMATE EAST PARK BOAT RAMP & BATHROOM UPGRADES

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
<u>BOAT RAMP</u>			
1	MOBILIZATION	LS	1
2	CLEARING AND GRUBBING	LS	1
3	EXCAVATION	CY	215
4	CLASS 2 AB	TON	147
5	STRUCTURAL CONCRETE	CY	155
6	REBAR	LB	5,878
7	FILTER FABRIC	SY	4,288
8	PLACE RIP RAP	TON	89
<u>BATHROOM APPROACHES</u>			
9	SITE PREP (18 LOCATIONS)	LS	1
10	MINOR CONCRETE	CY	99
11	CLASS 2 AB	TON	503
12	HANDICAP SIGNS	EA	18
13	HANDICAP STRIPING	LF	720

Terms and Definitions

Department of Transportation: Board of Supervisors of the County of Colusa, State of California.

Engineer: County Engineer of the County of Colusa, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.

State: The County of Colusa.

Transportation Building - County Courthouse, County of Colusa, State of California.

State Highway Engineer: The County Engineer of the County of Colusa, State of California.

Standard Specifications: The 2015 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the County or its corresponding agency, office, or officer acting under this contract.)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

Annexed to Contract No. - 300045

SECTION 1 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications and the Standard Plans dated 2015, of the Department of Transportation insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the requirements and conditions concerning award and execution of the contract required for the Project.

Bid protests are to be delivered to the following address:

Colusa County Department of Public Works
C/O the Colusa County Board Clerk
547 Market Street, Suite 102 Colusa, California 95932

The award of the contract will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

3-1.01 Bonds: At the time of the execution of the contract for this Project, Contractor shall provide, at his own expense, the following bonds:

1. A Performance Bond, as required by Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code, in an amount equal to at least one hundred percent (100%) of the contract price; and
2. A Payment Bond in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons furnishing materials in connection with this project.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

3-1.02 Performance References: On the form provided for in this RFA, Contractor shall provide a list of a minimum of the last three public works projects that the contractor has performed. If the Contractor has performed less than three public works projects prior to this bid, Contractor shall list all the non-public works projects exceeding \$20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past poor performance, inexperience with type of work, and/or false or omitted information on form may constitute reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evaluation of the references or information from other sources shall be the sole and final determination of the County of Colusa.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the Department of Public Works for the purpose of discussing with the Contractor the scope of work, Contract Drawings, Specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by County of Colusa. Note: prior to the notice to proceed but after the award of contract, the various necessary working drawings and submittals shall be submitted for approval as required in Section 10 and fabrication of various items may occur to facilitate prompt construction during the working calendar.

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the first day of work or the fifteenth calendar day after the Notice to proceed for onsite work has been issued by County of Colusa, whichever occurs first.

The Contractor shall pay to the County of Colusa the sum of \$ 1,500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PREVAILING WAGE -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Colusa address or at <http://www.dol.gov/dol/topic/wages/index.htm>. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.03 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m (12 ft) or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m (1 ft) deep.
 - 3. Trenches less than 0.3-m (1 ft) wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m (1 ft) in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.7 m (12 ft) of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m (15 ft) from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m (1 ft) transversely to 3 m (9.8 ft) longitudinally with respect to the edge of the traffic lane. If the 4.6-m (15 ft) minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever

work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m (6 ft) of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m (2 ft) of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m (9 ft) without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.04 BUY AMERICA REQUIREMENTS -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08A SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. If the Contractor violates Pub Cont Code § 4100 et seq., the County of Colusa may exercise the remedies provided under Pub Cont Code § 4110. The County of Colusa may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.10 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business

and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.11 PAYMENTS -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Mobilization	\$ 10,000
Clear and Grubbing	\$ 3,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.12 SURFACE MINING AND RECLAMATION ACT.--Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.14 AREAS FOR CONTRACTOR'S USE.--Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property which he occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites,

storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans outside the contract limits.

5-1.15 AIR POLLUTION CONTROL.--Air pollution control shall conform to the provisions in Section 7-1.01f, "Air Pollution Control," of the Standard Specifications and these special provisions.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority and has received permission from Engineer. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

5-1.17 WATER CONSERVATION --Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

Concrete slope protection, concreted-rock slope protection, minor structures, and miscellaneous concrete construction shall not be cured by using water. The water cure for bridge decks shall be accomplished with the use of a moisture retaining medium as described in Section 90-7.01A, "Water Method," of the Standard Specifications.

5-1.18 PROJECT APPEARANCE --The Contractor shall maintain a neat appearance to the work.

In any area visible to the public, the following shall apply:

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 6. (BLANK)

SECTION 7. INSURANCE REQUIREMENTS

Contractor shall maintain the following limits of insurance or the limits set forth in Section 7-1.12 of the Standard Specifications, whichever is greater.

(A) Worker's Compensation:

Contractor will comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work of this Agreement.

(B) Contractor's Liability Insurance:

During the term of this Agreement, Contractor shall maintain the following insurance at its sole cost:

- (1) Comprehensive general liability insurance or commercial general liability insurance. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from Contractor's performance or failure to perform under this Agreement and shall have the following minimum policy limits: For bodily injury, \$500,000 for each person and \$1,000,000 for each occurrence; for property damage, \$50,000 for each occurrence. In addition, the insurance shall:
 - (a) Include broad-form contractual liability insurance coverage insuring Contractor's indemnity obligations under Section 7 of this Agreement;
 - (b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and
 - (c) Name County and its officers, employees, and agents as insured and provides that such insured coverage is primary to any insured.
- (2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of \$500,000 for each occurrence and \$1,000,000 aggregate. The insurance shall name County and its officers, employees, and agents as insured and provide that such insured coverage is primary to any insured.

All policies shall be issued by insurers acceptable to County and licensed to transact business in California. In addition, each policy shall obligate the insurer to give County thirty-days advance written notice of cancellation or material modification. No later than the date this Agreement commences, Contractor shall furnish County with insurance policy, to County's satisfaction, that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. **Contractor shall provide County with copies of such policies, including copies of any endorsements.** This section shall not limit Contractor's obligation under Section 7.

SECTION 8 MATERIALS

SECTION 8-1 MISCELLANEOUS

8-1.00 MEASUREMENT OF QUANTITIES.--Attention is directed to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications and these special provisions.

Within the limits of the project or at the plant site, the Contractor shall provide a vehicle platform scale of sufficient weighing capacity to check full production sized batches from all proportioning scales to be used in producing materials for the project. Such vehicle platform scale shall conform to the provisions in said Section 9-1.01.

Full compensation for furnishing and operating the vehicle platform scale required to check proportioning scales shall be considered to be included in the contract prices paid for the various contract items of work requiring the proportioning scales and no separate payment will be made therefore.

8-1.01 FOREIGN MATERIALS.--The requirements of the fifth paragraph in Section 6-1.08, "Foreign Materials," of the Standard Specifications shall not apply.

8-1.02 AGGREGATES.--Attention is directed to Sections 25-1.02, "Materials," 26-1.02, "Materials," 27-1.02, "Materials," 28-1.02, "Materials," and 39-2.02, "Aggregate," respectively, of the Standard Specifications.

In the above referenced sections of the Standard Specifications all references to "Individual Test Results" are deemed to mean "Contract Compliance", and all references to "Moving Average" are deemed to mean "Operating Range".

The coarse aggregate (material retained by the 4 Sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of the day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the County the following amounts for all such material left in place:

Item	Adjustment
Aggregate Subbase	\$2.00/Ton
Aggregate Base	\$2.00/Ton
Cement Treated Base	\$6.00/CY
Lean Concrete Base	\$6.00/CY
Asphalt Concrete	\$5.00/Ton

The Department may deduct such amounts from any moneys due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton (tonne), the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting ton (tons) to cubic yard (cubic meters) will be determined in the field by the Engineer.

No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 cubic yards (380 cubic meters) or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons (450 tonnes) of aggregate or one day's paving, whichever is smaller.

SECTION 8-2 CONCRETE

8-2.01 GENERAL.--Section 90 of the Standard Specifications is amended to read:

Section 90: Portland Cement Concrete is amended and said amendment is available through Caltrans.

8-2.02 COMPRESSIVE STRENGTH.--The fourth and fifth paragraphs of Section 90-9.01, "General," of the Standard Specifications is amended to read:

When concrete is designated by the 28-day compressive strength rather than by cement content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 2 of the California Test 540. If the result of a single 28-day compressive strength is below the specified strength, the Contractor shall, at his expense, make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the County \$25.00 for each in place cubic yard of concrete represented by the deficient test. If the result of a single 28-day compressive strength test is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the aforementioned corrections, and shall pay the County \$40.00 for each in place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete will not attain the required compressive strength at 28-days. All such concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified compressive strength will be rejected in accordance with the provisions in section 6-1.04, "Defective Materials."

If the test result indicates a 28-day compressive strength below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at his expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a 28-day compressive strength below 85 percent, the concrete represented by such a test will be rejected, unless the Contractor, at his expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable.

If such evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in accordance with the specifications of ASTM Designation: C 42m.

With approval by Engineer, the required use of a mineral admixture as directed in Section 90-4.08 may be waived with a substantiated request by a licensed registered engineer.

No single 28-day strength test shall represent more than 225 cubic yards.

8-2.02.1 CONCRETE STRUCTURES.--Portland cement concrete structures shall conform to

the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Shotcrete shall not be used as an alternative construction method for reinforced concrete members.

When a roughened concrete surface is shown on the plans, the existing concrete surface shall be roughened to a full amplitude of approximately ¼-inch by abrasive blasting, water blasting or mechanical equipment.

8-2.03 CURING COMPOUNDS.--The seventh paragraph of Section 90-7.01B, "Curing Compound Method", of the Standard Specifications is amended to read:

Curing compounds (1), (2) and (3) listed above shall be applied at a nominal rate of one gallon per 185 square feet. Curing compound (4) shall be applied at a nominal rate of one gallon per 205 square feet. Curing compounds (5) and (6) shall be applied at a minimal rate of one gallon per 125 square feet.

SECTION 9 DESCRIPTION OF WORK

The concrete work to be performed consists, in general, of placing a 20'x 200' concrete Boat Ramp on the Stonyford side of East Park Reservoir. As well as placing ADA restroom approaches ramps at various location around the East Park Reservoir.

SECTION 10 (CONSTRUCTION DETAILS)

SECTION 10-1 GENERAL

10-1.01 ORDER OF WORK--Order of work shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and these special provisions.

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. The following shall be added to Section 8-1.03 of the Standard Specifications:

Contractor shall begin the physical work at the project site within 15 days of receiving notice to proceed. Contractor shall then diligently prosecute the same to completion before the expiration of

90 WORKING DAYS

Note: Submittals and fabrication of pre-cast elements off-site after award of contract and prior to the notice to proceed are encouraged and will not initiate the commencement of the working day calendar.

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time Contractor shall supply to the County its underground service alert ticket number.

The first order of work after notifying USA, shall be to furnish and install the construction area signs. No other work which interferes with public traffic shall be performed until the signs are in place.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted

construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of this work. This requirement will apply continuously and not be limited to normal working hours.

If conditions arise which will interfere with the construction or become in conflict with the project plans and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with the work in order that any necessary field revisions may be made. No such revisions shall be made without written order from the Engineer.

10-1.02. MOBILIZATION.--Mobilization shall conform to the provisions in Section 11, "MOBILIZATION" of the Standard Specifications.

10-1.03. COOPERATION.--Attention is directed to the Sections 7-1.14, "Cooperation" and 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications and these special provisions.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption. The Contractor shall notify utility companies or agencies at least forty-eight (48) hours in advance of construction operations which will involve the utility's property or lines. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

The de-energizing and removing of overhead electric lines may be necessary for pile driving and possibly other work procedures. Work shall be performed such that outages will be the minimal necessary to perform the work. Per Utility and County franchise Agreement, de-energizing and removing of the adjacent overhead electric lines for up to 5 days prior to June 30th, and a 2 day outage prior to August 15th, has been tentatively scheduled. Contractor will be responsible for final scheduling of the de-energizing with a 6-8 week notice to PG&E. Contractor shall be responsible for all costs and scheduling of any additional work involving utilities beyond the scheduled outages.

All landowners, irrigation district personnel, and all their agents will have access available to their lands or facilities within the work site at all times.

10-1.04. PROGRESS SCHEDULE.--Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule", of the Standard Specifications. The second paragraph of Section 8-1.04, "Progress Schedule", of the Standard Specifications shall not apply. See 5-1.12 for special work times associated with relocation site.

10-1.05. CONSTRUCTION AREA SIGNS.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these special provisions.

Backing for construction area signs shall not be plywood. Signs shall be covered or turned when not in use.

All signs used on the contract shall conform to the requirements set forth in the current manual, "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the Department of Transportation. Construction sign dimensions

contained in the "Traffic Control Manual" are minimum dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protective devices as are necessary to give adequate warning to the public at all times that the improvements are under construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof.

10-1.06. FIRE PLAN.--The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:
 - (a) Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work.
 - (b) Immediately reporting to said agency all fires occurring within the limits of the project.
 - (c) Preventing all project personnel from setting open fires not a part of the work, unless approved by Engineer, unless the Fire Index is at "Low", or the determination of the Fire Index is suspended or, if in an area not covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible.
 - (d) Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.
 - (e) All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made, therefore.

10-1.08. CLEARING AND GRUBBING--Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing" of the Standard Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.09. WATERING--Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications, except that full compensation for both watering and developed water supply shall be considered as included in the prices paid for the various contract items of work involving the use of water and no separate payment will be made, therefore.

10-1.10. EARTHWORK--Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

When material to be paid for by the ton is to be placed on the grading plane, the grading plane shall not vary more than 0.05 feet above or below the grade

established by the Engineer.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with provisions in Section 7-1.13 of the Standard Specifications.

10-1.11 COMPACTION--All earthwork shall comply with section 19-5 of the Standard Specifications. Relative compaction of 90 percent shall be achieved in all embankments placed to within 2.5 feet of finish grade, and the upper 2.5 feet shall be compacted to not less than 95 percent. This requirement does not apply to structural backfill; all structural backfill shall be compacted to a minimum of 95 percent the entire depth.

10-1.17 REINFORCEMENT--Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

10-1.18 ROCK SLOPE PROTECTION--Rock Slope Protection shall conform to the provisions in Section 72-2 "Rock Slope Protection" of the Standards Specifications and these Special Provisions.

All of the broken concrete from bridge removal, which is free of exposed reinforcing bars, clean of concrete dust and of sufficient size shall be used as rock slope protection with approval by the Engineer. Broken concrete that is used as rock slope protection shall be placed and constructed in conformance with the provisions of Section 72, "Slope Protection" of the Standard Specifications. Broken concrete that is used as rock slope protection shall be placed in conformance with the provisions for Method B placement as directed by the Engineer with the broken concrete being placed in the least visible areas of the slope protection as possible. Placement of broken concrete as rock slope protection will be considered a disposal convenience for the Contractor and therefore no additional payment will be made for such.

10-1.23 IMPORT BORROW--Import borrow shall conform to the provisions in Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

10-1.24 AGGREGATE BASE--Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

10-1.28. TRAFFIC MARKINGS--Traffic Markings shall conform to the provisions in Section 84-2, "Thermoplastic stripe and pavement markings," of the Standard Specifications and these special provisions. Contractor shall be responsible for referencing and remarking the locations. Contractor shall be responsible for placing and maintaining all temporary markings until the permanent markings are in place.

The Type D and H centerline markers required to comply with the appropriate markings shown on the Standard Plans are included in the unit length of the markings and no additional payment will be made for such.

PROPOSAL TO THE COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. - 300045

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: _____ **AREA CODE ()** _____

FAX NO: _____ **AREA CODE ()** _____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO. _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled:

**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR**

**BOAT RAMP & BATHROOM UPGRADES
at
EAST PARK RESERVOIR**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *COUNTY OF COLUSA*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *COUNTY OF COLUSA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

**CONTRACTOR'S BID
ENGINEER'S ESTIMATE
BOAT RAMP AND BATHROOM UPGRADES**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BOAT RAMP					
1	MOBILIZATION	LS	1		
2	CLEARING AND GRUBBING	LS	1		
3	EXCAVATION	CY	215		
4	CLASS 2 AB	TON	147		
5	STRUCTURAL CONCRETE	CY	155		
6	REBAR	LB	5,878		
7	FILTER FABRIC	SY	4,288		
8	PLACE RIP RAP	TON	89		
BATHROOM APPROACHES					
9	SITE PREP (18 LOCATIONS)	LS	1		
10	MINOR CONCRETE	CY	99		
11	CLASS 2 AB	TON	503		
12	HANDICAP SIGNS	EA	18		
13	HANDICAP STRIPING	LF	720		
TOTAL					

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name, Address, DIR #

**Description of Portion
of Work Subcontracted**

Prior Work Performance References

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 300045

THIS AGREEMENT, made and concluded, in duplicate, between the County of Colusa thereof, party of the first part, and

Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Colusa, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2015 the Standard Specifications, dated May 2015 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated September 20, 2022 and are entitled:

**COUNTY OF COLUSA;
 DEPARTMENT OF PUBLIC WORKS
 NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR**

BOAT RAMP & BATHROOM UPGRADES
 AT
 EAST PARK RESERVOIR

The project plans for the work to be done were September 13, 2022 and are entitled:

**COUNTY OF COLUSA;
 DEPARTMENT OF PUBLIC WORKS**

BOAT RAMP AND BATHROOM UPGRADES
 AT
 EAST PARK RESERVOIR

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Colusa County Board of Supervisors, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

COUNTY OF COLUSA

Chairman of the Board
Of Supervisors, County of Colusa
State of California

Contractor

By _____

Licensed in accordance with
an act providing for the
registration of contractors,

License No. & Class: _____

Approved and certified as to form:

Colusa County Counsel

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as “Obligee”, has awarded to Contractor Dunton Construction Company, Inc., hereafter designated as the “Principal”, a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney’s fee to fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____,
personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Colusa SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Agreement with Preparedness Consulting & Training International

Approve Agreement with **Preparedness Consulting and Training International** for Incident Command System & National Incident Management System Courses ICS 300 and ICS 400 for Colusa County personnel.

Detailed Description/Background of request

DHHS is requesting the approval of the Training Agreement between Colusa County, through its Department of Health and Human Services (DHHS), and Preparedness Consulting and Training International and authorize the Chair to sign.

Preparedness Consulting and Training International will be providing Incident Command System & National Incident Management System Courses ICS300 and ICS 400 for Colusa County personnel. Both courses designed for a local disaster training event and exercise to better prepare responders to a surge events or other disaster events in Colusa County. Training's include full printed materials, course completion certificates, and used the most recent FEMA curricula, materials, and final examinations. ICS402 is included at no charge to the DHHS.

Prior Board Action

None

Fiscal Impact/Funding Source

Total amount of the agreement not to exceed \$14,450.00.

No impact to County General Fund as cost is fully covered and budgeted with California Department of Public Health Workforce Development Grant Funding.

Action for the Clerk

Attn: Larry Masterman
Preparedness Consulting & Training International
PO Box 2667 Weaverville, CA 96093
530-941-9084

ATTACHMENTS:

- ICS 300 FEMA Fact Sheet (PDF)

Action Item (ID # 8633)

Meeting of September 27, 2022

- ICS 400 Fact Sheet (PDF)
- Preparedness Consulting and Training International agreement (DOCX)
- Attachments A and B (DOCX)



FEMA

Fact Sheet

March 2007
NIMS Integration Center
202-646-3850

NIMS ICS-300 TRAINING: WHO MUST TAKE IT, WHAT IT COVERS

All Mid-level Management Federal/State/Local/Tribal/Private Sector & Nongovernmental personnel to include should take ICS-300, including:

Persons serving as command staff, section chiefs, strike team leaders, task force leaders, unit leaders, division/group supervisors, branch directors, and multi-agency coordination system/emergency operations center staff.*

Approved ICS-300 level training may be developed and conducted by Federal, State, Local and Tribal agencies as well as private training vendors. However, it must include the content and objectives stated in the NIMS National Standard Curriculum Training Development Guidance dated March, 2007.

Training developed and conducted by Federal, State and Tribal entities as well as private training vendors at the ICS-300 level must include at a minimum, the following topical areas (Specific objectives for ICS-300 training are listed in the National Standard Curriculum Training Development Guidance, March 2007):

- * ICS Staffing and organization to include: reporting and working relationships and information flow.
- * Transfer of Command
- * Unified Command functions in a multi-jurisdictional or multi-agency incident
- * ICS forms
- * Resource Management
- * Interagency mission planning and procurement

ICS-300 and 400 course materials are State-administered programs and are coded as G-300 and G400. For additional information on these courses please contact your state emergency management agency.

** All Federal, State and local emergency personnel need to decide who within their organizations should take this training.*

###



FEMA

Fact Sheet

March 2007
NIMS Integration Center
202-646-3850

NIMS ICS-400 TRAINING IN FY 2007: WHO MUST TAKE IT, WHAT IT COVERS

COMMAND AND GENERAL STAFF

All Federal/State/Local/Tribal/Private Sector & Nongovernmental personnel should take ICS-400, including:

Persons who will serve as command or general staff in an ICS organization, select department heads with multi-agency coordination system responsibilities, area commanders, emergency managers, and multi-agency coordination system/emergency operations center managers.*

Approved ICS-400 level training may be developed and conducted by Federal, State, Local and Tribal agencies as well as private training vendors. However, it must include the content and objectives stated in the NIMS National Standard Curriculum Training Development Guidance dated March, 2007.

Training developed and conducted by State and Tribal entities as well as private training vendors at the **ICS-400 level** must include at a minimum, the following topical areas (Specific objectives for ICS-300 training are listed in the National Standard Curriculum Training Development Guidance, March 2007):

- Command and General Staff
- Deputies and assistants
- Unified command
- Organizational relationships between Area Command, Unified Command, Multi Entity Coordination Systems, and Emergency Operations centers (EOCs)

ICS-300 and 400 course materials are State-administered programs and are coded as G300-Intermediate ICS – Expanding Incidents and G400-Advanced ICS, Command and General Staff – Complex Incidents. For additional information on these courses, please contact your state emergency management agency.

** All Federal, State and local emergency personnel need to decide who within their organizations should take this training.*

###

AGREEMENT FOR NATIONAL INCIDENT MANAGEMENT TRAINING

This Agreement for the provision of training services (“Contract”) is between the County of Colusa (“County”), a political subdivision of the State of California and Preparedness Consulting and Training International (“Contractor”), a Sole Proprietor.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County, through the Department of Health and Human Services, National Incident Management Training, as more specifically detailed in Attachment “A” – Scope of Services.
2. **Term:** This Contract shall begin on October 1, 2022 and shall continue until June 30, 2023.
3. **Compensation:** County will pay Contractor compensation not to exceed fourteen thousand four hundred and fifty dollars (\$14,450) as provided for in Attachment B. Compensation will be paid in accordance with paragraph 4, Method of Payment.
4. **Method of payment:** Contractor shall provide County with an invoice for the services provided upon completion of each course. 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 he is professionally qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Consultant regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

- C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.
- 6. Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
- B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
- C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 7. Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.
- 8. Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
- 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:

C22-_____

- A. Worker's Compensation Coverage:** Should Contractor acquire employees during the term of this agreement they 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. 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

C22-_____

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

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

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

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

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

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

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

If to County: Elizabeth Kelly, Director
Colusa County DHHS
215 E. Webster St.
Colusa CA 95932

If to Contractor: Preparedness Consulting & Training International
Larry Masterman, CEM, NHDP
PO Box 2667
Weaverville, CA 95093
530.941.9084
www.pcti.org

C22-_____

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

COUNTY OF COLUSA

PREPAREDNESS CONSULTING &
TRAINING INTERNATIONAL

C22-_____

J. Merced Corona, Board Chair

Larry Masterman, CEM, NHDP

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Melissa Kitts, Deputy

ATTACHMENT A
SCOPE OF SERVICES
For Services at: Colusa County Health and Human Services Agency –
Public Health Unit

1. Scope of Services

Contractor will provide the following services at the Colusa County Health and Human Services - Public Health Unit:

A. Contractor will provide the following trainings:

- ICS 300 Intermediate Incident Command System for Expanding Incidents (3 days)
- ICS 400 Advanced Incident Command for Command/General Staff (2 days)
- ICS 402 National Incident Management System Overview for Senior/Executives (3 hours)

B. Contractor shall conduct all trainings prior to June 30, 2023

C. Contractor shall provide training for up to a maximum of 32 participants per course, except upon mutual approval and agreement of the parties.

D. Participants shall include both County staff and others at the County's option.

E. Contractor shall schedule trainings in collaboration with Public Health Staff

F. Delivery of ICS 300 and ICS 400 training to include:

- Use of the most recent FEMA curricula, materials, and final examinations
- Two instructors per course, including FEMA and CalOES credentialed instructor
- Full printed student materials
- Course completion certificates issued to students on the last class day
- Continuing Education documentation for California Bureau of Registered Nursing, Emergency Medical Services, and Registered Environmental Health Specialists
- All faculty travel and lodging
- Client follow-up to include verified final course rosters, digital file of all course completion certificates, and Student Evaluation Report

G. Support for current County and venue infection control precautions

ATTACHMENT B
FEE SCHEDULE

300 Intermediate ICS for Expanding Incidents (3 days)	\$8,250
400 Advanced ICS for Command/General Staff, Complex Incidents (2 days)	\$6,200
402 Overview for Executive and Senior Officials (3 hours)	No charge

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve agreement with Ministerial Association of Colusa County

Approve Agreement with **Ministerial Association of Colusa County** to provide coordinated meal services for Senior Nutrition program, effective October 1, 2022.

Detailed Description/Background of request

DHHS is requesting approval of the Agreement with Ministerial Association of Colusa County (MACC) for the provision of coordinated and meal site services for the Senior Nutrition program.

MACC is an association of 21 churches and parishes that coordinates charitable endeavors throughout Colusa County. Food programs, as well as housing, transportation, and clothing, are among the core focuses of MACC when serving and supporting the community.

The proposed agreement would allow DHHS to utilize MACC's facilities, volunteer base, and expertise to keep providing services within Senior Nutrition Program in a more effective and efficient manner. Sharing the costs of food delivery, congregate site operation, and personnel will result in some cost savings of operating Senior Nutrition program for DHHS. Utilizing MACC's volunteer program, DHHS will be able to reduce reliance of Public Health Unit staff to fulfill the program activities, which would result in an estimated 0.3-0.5 FTEs savings.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact to County General Fund as the cost are covered by the Area Agency on Aging grant for FY 2022/23. Funds are contained in the current budget in the amount of \$24,3240.

Action for the Clerk

Rev. Jason McMullan: 53 Walnut Tree Dr., Colusa, CA 95932

Action Item (ID # 8635)

Meeting of September 27, 2022

ATTACHMENTS:

- Mnisterial Association agreement (DOCX)

AGREEMENT FOR SENIOR NUTRITION CONGREGATE MEAL SERVICES

This Agreement for the provision of meal services (“Contract”) is between the County of Colusa through its Department of Health and Human Services (“County”), a political subdivision of the State of California and Ministerial Association of Colusa County (“Contractor”), a 501(c)(3) charitable organization.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County, through the Department of Health and Human Services, with meal services for Senior Nutrition program, as more specifically detailed in Attachment “A”.
2. **Term:** This Contract shall begin on October 1, 2022 and shall continue until June 30, 2023.
3. **Compensation:** County will pay Contractor compensation not to exceed twenty four thousand three hundred and forty dollars (\$24,340) 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 he is professionally qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Consultant 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. No services shall be provided unless personnel have received their California Food Handlers certificate, and the congregate site has been permitted according to state and local regulations.
- 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, or for program operations 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. This includes Food Safety Handlers certificate for staff, Environmental Health Permits, Health Inspection Records, New Client Assessments and the Volunteer Training Plan.
 - 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. Worker's Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.
- B. General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.
- C. Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) for each accident for bodily injury or property damage.
- D. Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

- 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
- 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;
- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

11. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession, and to provide services under this agreement. 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 and to provide services under this agreement.

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.

C22-_____

If to County: Elizabeth Kelly, Director
Colusa County DHHS
215 E. Webster St.
Colusa CA 95932

If to Contractor: Rev. Jason D. McMullan, Executive Director
Ministerial Association of Colusa County
53 Walnut Tree Dr.
Colusa, CA 95932

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

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

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

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

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

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

- A. Immediately for cause if either party 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.

C22-_____

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

- A. Attachment "A" – Scope of Services
- B. Attachment "B" – Budget and Fee Schedule

COUNTY OF COLUSA

**MINISTERIAL ASSOCIATION OF
COLUSA COUNTY**

Date: _____
J. Merced Corona, Board Chair

Date: _____

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Melissa Kitts, Deputy

Attachment: Ministerial Association agreement [Revision 1] (8635 : Approve agreement with Ministerial Association of Colusa County)

Attachment A

Scope of Work

1. Contractor shall provide a location for clients of the Senior Nutrition Program to eat. Location shall be maintained at an appropriate level of cleanliness, and kept at comfortable temperatures for the clients served.
2. Contractor shall provide services outlined in Attachment A-1 to clients of this program. This document is a guide to assist the contractor in providing services with the intent that the minimum shall be adhered to:
 - a. Contractor shall provide hot beverages for the clients.
 - b. Contractor shall provide fresh vegetables i.e. salad to the clients.
 - c. Contractor shall provide activities a minimum of two days a week for the clients.
3. Contractor shall report the following information to Colusa County DHHS weekly, every Tuesday with data from the previous week:
 - a. Meal Count (Number of meals ordered)
 - b. Daily number of clients at the congregate site with client names
 - c. Total volunteer hours worked

Temperature logs for Colusa County of Education food served

Attachment A-1 Daily/Weekly Procedures

SENIOR NUTRITION CONGREGATE SITE

OPEN WEEKLY

Monday - Friday/ Monday - Thursday

ORDERING

- 1) Confirm Number of participants attending the site the next day of operation.
- 2) Call CCOE and place order for the number of meals needed. Be sure to add 1-2 extra meals, in case new participants show up.
 - a. CCOE Main Contact- E-mail: afulcher@ccoe.net PH#: (530) 383-2524.

SITE PREPARATION

Site Prep to begin at about 10:30

- 1) Make coffee and put creamer, sugar and Styrofoam cups out
- 2) Put garbage can out; place sign in sheet; cash box and information display board on one-half of a table; and place silverware, napkins, plastic bags on the other side of the table.
- 3) Place any flyers on table (if needed).
- 4) Open salad bar fridge and take salad bar temperature (key on same key ring as everything else).
- 5) If salad bar needs any Items refilled, do so. (NOTE: On Thursdays or day before last day of operation in the week, don't add anything other than lettuce, tomatoes and cucumbers on Thursdays/or the day before last day of operation in week, it will end up in the trash)
- 6) Retrieve meals from CCOE and bring to site.

MEAL PREPARATION FOR SERVING MEALS

BE SURE AND WASH HANDS BEFORE AND DURING ALL ACTIVITIES

- 1) Open Doors at 11:00 AM. Check Fridge & Freezer temperatures daily and write on corresponding paper.
- 2) **Start the salad bar at 11:30. Serve lunch once the majority of people have finished their salads around 11:45** (milk and fruit can be found in fridge).
- 3) Begin serving meals at 11:15/11:30 AM, (Stop serving meals at 12:00 PM).
 - a. **DO NOT** have the seniors pick up their own meals; deliver them directly to their chairs.

C22-_____

- 4) Play bingo Tuesday and Thursday's.
 - a. Louise (530) 458-2980 comes Thursday's to play bingo and has donations for prizes.
 - b. Hannah is Caller for Bingo (used to be before COVID).

CLEAN-UP

- 1) Put everything away. Clean up any garbage that is left. Wipe tables and chairs with cleaning products.
- 2) Dump any remaining coffee in sink and toss the coffee filter. Rinse and wash coffee pot and filter then return to storage shelf.
- 3) Put cold food in fridge.
- 4) Sweep floor and dump garbage. Check bathrooms. Put new garbage liner in can and put back in storage unit. Turn out lights in areas used.
- 5) Do not forget moneybox and sign-in sheet. Make sure all doors are locked.
- 6) Play bingo on Tuesday and Thursday.

RETURN

- 1) Take moneybox, sign-in sheet and keys back to Health Department.

MONDAY -Fill salad bar with- Lettuce, Tomato, Cucumber, Olives, Bean of Choice (Kidney, Black or Garbanzo), Cottage Cheese, Raisins, Croutons, almond slices, etc.

FRIDAY (OR THE LAST DAY OF WEEK) - Remove everything from salad bar, empty and clean plastic bins. Wipe down entire salad bar fridge inside and out.

C22-_____

ATTACHMENT B**Fee Schedule**

Senior Nutrition Program Coordinator	\$ 19.00/hour
Rent	\$733.33/month
Travel to/from congregate site and DHHS offices	\$0.625/mile
Volunteer background checks	\$90.00/each
Supplies for congregate activities shall be billed at actual cost	

Fees charged shall not exceed the maximum amount shown in the budget table below for the term of this agreement.

Limited Senior Nutrition – Congregate			
FY22/23			
		Income	Expenses
		\$ 24,340.00	
Personnel			
Personnel	SNP Program Coordinator @ \$19/hr., 20 hrs/wk. x 39 weeks (Oct 1/22 - June 30/23)		\$ 14,820.00
TOTAL			\$ 14,820.00
Program Costs			
Other Costs	Building Rental		\$ 6,600.00
Travel	1,600 miles @ \$0.625/mile		\$ 1,000.00
Volunteer Expenses	Congregate Activities, volunteer costs		\$ 1,200.00
Volunteer Background Check	Livescan \$90 x 8 volunteers		\$ 720.00
TOTAL			\$ 9,520.00
OVERALL TOTALS		\$ 24,340.00	\$ 24,340.00

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Ratify the approval of an agreement with Keenan & Associates

Ratify application for group vision insurance with **Ameritas Life Insurance Corp** for VSP-Ameritas coverage; further, ratify Business Associate Agreement and Broker of Record designation with **Keenan & Associates** for group vision insurance for County employees, effective January 1, 2023.

Detailed Description/Background of request

Colusa County provides vision insurance to all eligible employees; enrollment at the employee-only level is mandatory. The County contributes one hundred percent of the monthly premium for employee-only coverage, employees may enroll eligible family members at the employee's expense. Services are billed out to each department by Payroll for the participating costs associated with their specific employees.

The County currently contracts with VSP directly for vision insurance. The renewal period is set to end on December 1, 2023, however, the County would like to terminate the agreement effective January 1, 2023 and provide vision insurance to its employees through VSP Ameritas. There is no early-termination penalty and the change would result in approximately \$20,500 in savings to the County and its employees. Additionally, the plan design through VSP Ameritas provides an enhanced benefit compared to our currently design plan through VPS; the frame allowance will increase from \$130 to \$150.

In order to be prepared for the open enrollment period commencing ____, the county had to provide VSP Ameritas with employee census data in early September, therefore the CAO executed the application and contract documents and we are now seeking ratification of these documents.

Prior Board Action

None

Fiscal Impact/Funding Source

The change will result in approximately \$20,500 in savings to the County and its employees.

Action for the Clerk

Singed paperwork was sent to Yareli in HR

ATTACHMENTS:

- Application-Ameritas (PDF)
- Keenan & Associates Business Associate Agreement fully executed (PDF)
- Broker of Record fully executed (PDF)

application

for group dental and/or vision insurance See reverse side for additional information.



Lincoln, NE

1. Applicant's legal name County of Colusa

2. Doing business as County of Colusa

3. 250 5th Street
P.O. Box / ZIP Code
Street Address
Colusa/CA/95932
City / State / ZIP
(530) 458-0420 (530) 458-0425
Phone No. Fax No.
ccpersonnel@countyofcolusa. 946000508
E-mail Address Tax I.D. No.

4. What is the nature of your business or industry?

Public Agency

5. Eligibility

Total Number of Eligible Employees..... Approx 360

Employees in Waiting Period 0

6. Are any classes or locations excluded? ☒ Yes ☐ No

Are domestic partners included? ☒ Yes ☐ No

Are retirees included? ☐ Yes ☒ No
 (If yes, please use reverse side for explanation.)

7. Are any subsidiary and/or affiliated companies to be insured? ☒ Yes ☐ No
 (If yes, please use reverse side to list name and location.)

8. How many hours per week equals full time employment? 37.5

9. Employee Participation

Employer contributes 100 % of employee premium.

☐ **Tied-to-Medical** (All employees covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)

☒ **Non-Contributory** (Policyholder contributes 100% of premiums. All employees must be insured, except those listed under excluded classes or locations.)

☐ **Non-Contributory**, except covered elsewhere (If policyholder contributes 100% of premiums, all employees must be insured, except those listed under excluded classes or locations and those covered elsewhere.)

☐ **Contributory** (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)

☐ **Voluntary** (Policyholder does not contribute towards premium, 100% contribution by employee.)

10. Dependent Participation:

Employer contributes Var. % of dependent premium.

☐ **Tied-to-Medical** (All eligible dependents covered on employer's medical plan must be insured, except those listed under excluded classes or locations.)

☐ **Non-Contributory** (Policyholder contributes 100% of premiums. All eligible dependents must be insured, except those listed under excluded classes or locations.)

☐ **Non-Contributory**, except covered elsewhere (If policyholder contributes 100% of premiums, all eligible dependents must be insured, except those listed under excluded classes or locations and those covered elsewhere.)

☒ **Contributory** (Policyholder is required to contribute to the employee premium and must contribute at least 25% of the total employee and dependent premium.)

☐ **Voluntary** (Policyholder does not contribute towards premium, 100% contribution by employee.)

11. Section 125 Plan

Election Period 9/19/22 to 10/14/22

Plan Year 2023

12. Employee welfare benefit plans that are subject to ERISA must satisfy various reporting, disclosure and related obligations. These requirements include the provisioning of a Summary Plan Description or SPD. The certificate of coverage can serve as an SPD if certain information is additionally disclosed. Please check one of the following (failure to respond shall be considered a positive response for A. and a negative response for B.).

A. ☐ **Plan is subject to ERISA (complete question 12.B.)**

☒ **Plan is NOT subject to ERISA — Church or Govt. employer or other safe-harbor exception**
 (see DOL Reg. §2510.3-1(j))

B. ☐ **Applicant requests that Ameritas Life Ins. Corp. prepare a SPD for its dental and/or vision plan.** ☐ Yes ☐ No

If yes, the company is to prepare a SPD. The following information is required under ERISA and MUST be included in the SPD.

Plan No. _____ Plan Fiscal Year End Date _____

Plan Administrator:

Name: _____

Address: _____

City, State, ZIP _____

Phone No. _____ Plan Fiscal Year _____

Please Note: Applicant remains responsible for ensuring that SPD form provided by Ameritas Life Ins. Corp. is complete and accurate and satisfies applicable laws and regulations. Moreover, applicant remains responsible for providing its plan participants with SPD updates as required by applicable law and regulations.

13. Waiting Period

- 0 for those employed on or before the policy effective date.
0 for those employed after the new policy effective date.
☐ month(s) ☐ calendar days ☐ working days

14. Effective Date and Termination Date (First of month following or coinciding)

- ☐ Immediate
☒ First of Month Effective date / End of Month Termination date
☐ Other

15. Premium Payment Mode (In advance)

- ☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
☐ Payroll Deduction (To choose this option, employee must pay employee and dependent premium.)

If policy effective date is other than first of the month, is a first of the month premium due date desired? ☐ Yes ☐ No

Billing Options

- ☒ Home Office ☐ Third-Party Administration

Yareli Mora

Contact Name

HR Analyst

Title

250 5th Street

Street Address

Colusa/CA/95932

City / State / ZIP

(530) 458-0420

(530) 458-0425

Phone No.

Fax No.

ccpersonnel@countyofcolusa.com

E-mail Address

16. The following coverages are applied for:**Employee & Dependents Benefits**

- ☐ Dental ☐ Orthodontia ☒ Eye Care
☐ Other

Employee Only Benefits

- ☐ Dental ☐ Orthodontia ☐ Eye Care
☐ Other

This insurance shall be effective on: _____
(Premiums due prior to the coverage period.)

17. Policy and Certificate Delivery (select one)**A. eCert*/ePolicy** (*generic cert, non-personalized)

- ☒ via PDF format sent via e-mail to:
ymora@countyofcolusa.com

- ☐ via eService and member portal

B. Paper policy/personalized certificates (additional cost may apply if selected)

- ☐ Initial employees only
☐ Subsequently added employees

Note: eCert will be available on member portal for all members.

18. Insurance requested on this application will replace the coverage(s) checked.

- Coverages: ☐ Dental ☐ Orthodontia ☒ Eye Care
☐ Other

Name of Current Carrier VSP

Policy No. Group#12059745

- ☒ Coverage applied for is replacing comparable coverage now or previously in force with another carrier.
☐ It is intended that the insurance coverage applied for be in addition to, supplemented by, or supplemental to any similar coverage now in force, or to be in force, with this or any other carrier.

01/01/2023

11/01/1996

Termination Date

Original Effective date

Item 6: Exclusions

- a. Classes, include reason for exclusion.

Extra help. Part-time employees scheduled to work less than 20 hours per week.

- b. Locations, if location is different from applicant's, list city and state.

Item 7: Subsidiary and/or affiliated companies to be insured. List names and locations.

Plan Design and Proposed Rates: Rates: Employee-only \$10.25; Employee+1 \$16.86; Employee+Family \$20.62

Plan: \$10 exam/\$25 lense and frames/\$150 frame allowance. 12/12/12

Additional Remarks:

Attachment: Application-Ameritas (8636 : Ratify Agreement with Keenan & Associates)

Agreements

This application will be subject to review and approval by the Home Office of Ameritas Life Insurance Corp. If this application is accepted, the final rates and benefits will be based on verification of this information and final enrollment numbers. This applicant represents that he/she has read the statements and answers to the above questions and that they are complete and true to the best of his/her knowledge and belief. Any policy including riders issued as a result of this application will, with this application, be the entire insurance contract. If this application is accepted at the Home Office of Ameritas Life Insurance Corp., group insurance at the Company's rates and under the terms applied for shall take effect as of the date set forth in the policy. If this application is not accepted, any premium advanced shall be refunded.

Statements

In several states, we are required to advise you of the following: Any person who knowingly and with intent to defraud provides false, incomplete, or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, is guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. (See state-specific statements.)

• **Note for California Residents:** California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage. For group policies issued, amended, delivered or renewed in California, dependent coverage includes individuals who are registered domestic partners and their dependents. • **Note for Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts for information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. • **Note for Florida Residents:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. • **Note for Georgia, Kansas, Nebraska, Oregon, Vermont and Virginia Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law. • **Note for Kentucky Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. • **Note for New Jersey Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **Note for New Mexico and Rhode Island Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. • **Note for Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. • **Note for Texas Residents:** Any person who knowingly and with intent to defraud provides false, incomplete or misleading information in an application for insurance, or who knowingly presents a false or fraudulent claim for payment of a loss or benefit, may be guilty of a crime and may be subject to fines and criminal penalties, including imprisonment. In addition, insurance benefits may be denied if false information provided by an applicant is materially related to a claim. • **Note for Washington D.C. Residents:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

☐ If you do not want your company name used by Ameritas Life Insurance Corp. in our effort to recruit Network providers, check this box.

Signed at: City Colusa State CA Date 9/8/2022

Signed by: (Policyholder Representative)

Printed name and title Wendy G. Tyler, CAO/Purchasing Agent

Signature Wendy G. Tyler

Soliciting Agent: I understand and agree that if I'm not already appointed with Ameritas Life Insurance Corp., I must apply to and be appointed with Ameritas before I present this product to any client.

Printed Name Howell Southmayd, Keenan & Associates For FL agents only, provide FL license # _____

Signature _____

The policy provides dental and/or vision benefits only. Review your policy carefully.

Was a binder check received? ☐ Yes ☒ No If yes, then amount \$ _____.

Check received by (agent) _____ Authorized by (policyholder) _____

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO AMERITAS LIFE INSURANCE CORP.
DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the Agreement) is entered into January 1, 2023 (“Effective Date”) by and between the County of Colusa, the sponsor (“Sponsor”) of one or more health plans (collectively referred hereafter to as the “Plan”) and Keenan & Associates (Business Associate).

WHEREAS, the Sponsor has independently contracted with Business Associates to provide services to, for or on behalf of the Plan; and

WHEREAS, Plan wishes to allow the Business Associate to have access to PHI including but not limited to, EPHI that is either provided to the Business Associate by the Plan or received and created by the Business Associate on behalf of the Plan in the course of providing its services to, for or on behalf of the Plan;

WHEREAS, the Plan is required to comply with HIPAA (including, but not limited to, its Privacy Rule and Security Rule), and other governmental regulations relating to the privacy and security of individuals’ personally identifiable information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Plan and Business Associate agree as follows:

DEFINITIONS

Catch-all definition:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

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 this Agreement, shall mean Keenan & Associates.

(b) **Breach** shall have the same meaning as the term “breach” in 45 CFR § 164.402

(c) **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this Agreement shall mean the health and welfare benefits plans sponsored by the entity that is signatory to this Agreement.

(d) **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information (“PHI”)** shall have generally the same meaning as the term “protected health information” in 45 CFR § 164.501, and for this Agreement shall be limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(g) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) **Security Rule** shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and Part 164, Subpart A and C.

(i) **Electronic PHI (E-PHI)** shall have the meaning found in the Security Rule 45 CFR, Section 160.103.

(j) **Security Incident** shall have the same meaning as the term “security incident” in 45 CFR Parts 160 and 164, subparts A and C

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

(l) **Designated Record Set** shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

(m) **Subcontractor** shall have the same meaning as the term “subcontractor” in 45 CFR §160.103

(n) **Unsecured PHI** shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Business Associate agrees to not request, use, or further disclose PHI other than as permitted or required by the Agreement or as permitted or required by law.

(b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate, who does not have a reasonable need for the PHI in order to accomplish an authorized use or disclosure, from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, Subcontractor or other third party, and requesting from Covered Entity, only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure or request. (“Minimum necessary” shall be interpreted in accordance with the HIPAA Rules.) Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may reasonably request from time to time.

(c) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure by Business Associate of PHI not permitted by this Agreement promptly after Business Associate's first awareness thereof, including but not limited to, any discovery of any inconsistent use or disclosure by Subcontractor of Business Associate.

(f) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI information as required at 45 CFR 164.410 (without unreasonable delay, and, in no case later than 10 calendar days after discovery of a Breach), and any security incident of which it becomes aware.

(g) Business Associate agrees to require that any Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, execute a Business Associate Agreement acknowledging its compliance with the HIPAA Rules.

(h) Business Associate agrees to provide access to PHI, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 (within 30 days after receipt of the request unless there is a 30 day extension.)

(i) Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, and in the time and manner reasonably designated by Covered Entity, in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 no later than 60 days after the receipt of the request.

(j) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of the PHI available to the Secretary or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access, but in no case later than 60 days after the receipt of the request.

(k) Business Associate agrees to document such disclosures of PHI to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 no later than 60 days after the receipt of the request.

(l) Maintain and make available the information required to provide an accounting of disclosures to either the Covered Entity, or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164-528 within 60 days after receipt of the request.

(m) Business Associate agrees to provide Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section (l) on page 3 of this

Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 no later than 60 days after the receipt of the request.

(n) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity as necessary to permit to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure of PHI and/or for Covered Entity to comply with law(s) relating to its monitoring of compliance with this Agreement. Business Associate shall, upon Covered Entity's request, certify to Covered Entity that it complies with the terms of this Agreement no later than 60 days after the receipt of the request.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in this Agreement, Business Associate may obtain and/or use PHI as necessary to perform its obligation to provide services to, for, or on behalf of the Plans, so long as such access and/or use is either permitted or required by law and, provided further, that Business Associate has met all legal requirements for such access and/or use. This specifically includes, but is not limited to, Business Associate's access and/or use of PHI as necessary to perform the services set forth in the service agreement between Business Associate and Sponsor.

(b) Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules. If the Agreement permits the Business Associate to use or disclose PHI for its own management and administration and legal responsibilities, or for data aggregation services, then disclosure is permitted for the specific uses and disclosures set forth below.

- i) Business Associate may use PHI for proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.
- ii) Business associate may disclose PHI 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.
- iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

Keenan & Associates – License #0451271
Business Associate Contract (LoFranco)
(Rev. 07/13/21)

(b) Neither Sponsor nor Covered Entity shall request Business Associate to use or disclose PHI in any manner that would not be permitted or required by law if done by Covered Entity.

(c) Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

INDEMNIFICATION

(a) Business Associate agrees to indemnify, and hold harmless, the Covered Entity, its trustees, officers, directors, employees, agents, or representatives, from any claim or penalty arising out of any improper use and/or disclosure of PHI in violation of the HIPAA Rules, to the extent that such improper use and/or disclosure resulted from Business Associate's negligence or failure to comply with the terms of this Agreement or the HIPAA Rules.

(b) The Sponsor and Covered Entity agree to indemnify, and hold harmless, Business Associate and/or all of Business Associate's officers, directors, employees, agents, or representatives, from any claim or penalty from any improper use and/or disclosure of PHI, to the extent that such improper use and/or disclosure resulted from the Sponsor's or Covered Entity's negligence, failure to comply with the terms of this Agreement or the HIPAA Rules, or was based upon the Sponsor's or Covered Entity's written direction to use and/or disclose PHI in the manner challenged.

SECURITY

Business Associate agrees to:

i) Implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

ii) Ensure that any Subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

iii) Report on a quarterly basis to the Covered Entity, in writing, any Security Incident involving Covered Entity's data. If, however, a Security Incident results in the unauthorized disclosure of Unsecured PHI, Business Associate shall notify Covered Entity in accordance with the Breach notification provisions below.

iv) Notify Covered Entity no later than ten (10) days after discovery of a Breach of Unsecured PHI.¹

v) Perform the four factor risk assessment of any Breach that is discovered in accordance with the HIPAA Rules to determine if notification is required, and advise Covered Entity of its findings.

¹Covered Entity has 60 days from the discovery date of a reportable Breach to report said Breach to the Individual and HHS (if Breach involves 500 or more Individuals.)

vi) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Parts, 162 and 164 and;

vii) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

TERM AND TERMINATION

(a) The Term of this Agreement shall be effective as of the effective date herein and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights which Covered Entity has against Business Associate for violation of this Agreement.

(c) Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii) Continue to use appropriate safeguards and comply with the HIPAA Rules regarding the use and disclosure of the PHI, for as long as Business Associate retains the PHI;

iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI 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.

MISCELLANEOUS

(a) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules and/or other applicable law.

(d) Notices:

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent to the names and addresses listed on the signature page, or to such other individuals and/or addresses as a party may later designate in writing. Unless expressly prohibited under the HIPAA Rules, such notices and reports may also be sent via email.

(ii) All such reports or notices shall be sent by First Class Mail or express courier service, and shall be deemed effective when delivered, or if refused, when delivery is attempted.

(e) Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Sponsor, Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

(g) The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement, without, in any case, proof of actual damages.

(h) Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration administered by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between the parties and their respective agents, employees and officers. The site of the arbitration shall be in the County of Colusa, California. A judgment of any court having jurisdiction may be entered upon the award.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

County of Colusa, as Sponsor and Representative of the Plan(s)		Keenan & Associates	
Signature:		Signature:	
By:	Wendy G. Tyler	By:	Laurie LoFranco
Title:	County Administrative Officer	Title:	Municipality Practice Leader
Address:	547 Market Street, Room 102	Address:	2355 Crenshaw Blvd., Ste. 200
	Colusa, CA 95932		Torrance, CA 90501
Telephone:	530-458-0420	Telephone:	310 212-0363
Attention:	Yareli Mora	Attention:	Privacy Officer

Broker of Record Designation

As of **January 1, 2023**, the organization listed below ("Client") appoints Keenan & Associates ("Keenan") as the Broker of Record in connection with the following coverages: **Vision** and such additional coverages or insurance as Client may from time-to-time request from Keenan (the "Coverages"). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing with sixty (60) days advance notice. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan's compensation Disclosure Policy is available online at www.Keenan.com or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of Colusa, California.

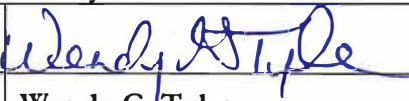
County of Colusa		Keenan & Associates	
Signature:		Signature:	
By:	Wendy G. Tyler	By:	Laurie LoFranco
Title:	County Administrative Officer	Title:	Municipality Practice Leader
Address:	547 Market Street, Room 102	Address:	2355 Crenshaw Blvd., Ste. 200
	Colusa, CA 95932		Torrance, CA 90501
Telephone:	530-548-0420	Telephone:	310 212-0363
Attention:	Yareli Mora	Attention:	Howell Southmayd
E-mail:	ymora@countyofcolusa.org	E-mail:	hsouthmayd@keenan.com

EXHIBIT A KEENAN SERVICES

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client;
 - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;

- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Notwithstanding the foregoing, benefit guides shall not be part of the services contemplated herein, unless Keenan has explicitly agreed in writing to include them pursuant to the current agreement;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at **two (2)** meetings of the Client's Insurance Committee.

Attachment: Broker of Record fully executed (8636 : Ratify Agreement with Keenan & Associates)



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Treasurer's Monthly Investment Report

Accept August 2022 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- August 22 (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 09.27.22
AS OF 08.31.22

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS											
N/A											
Agency Total									0.00		0.0%
MUNICIPAL BONDS											
574348CB2	546,129.07	0.67%	0.881%	547,904.85	545,000.00	545,000.00	06/01/23	532,742.95			
574348CC0	702,789.94	0.87%	1.075%	705,005.00	700,000.00	700,000.00	06/01/24	665,812.00			
574348CD8	705,174.68	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	649,481.00			
797299LXO	673,234.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	610,098.45			
260889AD4	401,618.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	358,864.00			
130179KW3	863,024.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	768,728.00			
899141BB0	681,434.37	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	600,824.30			
260888AE2	604,851.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	534,708.00			
971252AB7	-						08/01/22				
971252AD3	231,079.22	0.73%	0.970%	231,729.60	230,000.00	230,000.00	08/01/24	216,938.30	Matured		
971252AH4	186,918.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	164,487.20			
971252AK7	268,344.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	231,310.55			
971252AL5	572,887.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	488,256.05			
797679CF2	261,099.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	237,309.80			
797669ZR2	3,174,949.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,695,063.25			
6723225N45	1,278,636.77	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,109,506.20			
38122NB35	12,289,353.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,431,960.00			
79739GPE0	716,152.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	591,941.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	462,120.75			
13048VZT8	505,419.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	447,200.00			
13048VZU5	395,905.57	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	351,182.65			
055022AK3	1,167,642.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,010,286.50			
79770GJG2	2,048,768.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,728,920.00			
79739GPM2	253,917.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	214,242.50			
854434AH0	547,484.23	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	463,935.95			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,692,560.00			
3133ENZP8	5,519,712.50	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,458,613.33			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	826,750.00			
Municipal Total	37,997,079.17			38,059,920.15	37,320,000.00	37,320,000.00		33,543,842.73			27.6%
Grand Total	37,997,079.17			38,059,920.15	37,320,000.00	37,320,000.00		33,543,842.73			
Interest Liability	(45,720.98)										
NET BOOK	37,951,358.19										
									Unrealized		
									(4,407,515.46)	Gain/Loss	
LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND											
				QTR TO DATE	DAILY						
SRWSLD	66,261.76		1.182%		1.382%						
REC DIST 108	15,269.60		1.182%		1.382%						
REC DIST 1004	-		1.182%		1.382%						
COUNTY	70,300,000.00		1.182%		1.382%						
CCOE	28,500,000.00		1.182%		1.382%						
TOTAL LAIF	98,881,531.36										
CASH	761,982.48										
TOTAL LIQUID	99,643,513.84										
GRAND TOTAL	137,640,593.01				72.39% Liquidity						
INTEREST RECEIVED											
Jul-Aug 2022	337,473.93	8/31/2022	Est. 1.00%								
April-May-June 2022	224,510.51	6/30/2022	0.60%								
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%								
Oct-Nov-Dec 2021	76,723.82	12/30/2021	0.24%								
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%								
April-May-June 2021	126,583.56	6/30/2021	0.44%								
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%								
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%								

Note 1: Union Bank of California did the bond valuation.

Note 2: Liquidity (excluding LAIF accounts that are segregated) is 72.38%

Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.

Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.

Note 5: Interest will be reduced \$25,000 at the end every quarter for treasury fee.

Note 6: Bonds with asterisk (*) are callable

Note 7: Municipal Bonds are Government Entities within the State of California.

Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF

Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19

Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Proclaim October 2022 as Domestic Violence Awareness Month

Adopt a Proclamation Declaring October 2022 as Domestic Violence Awareness Month.

Detailed Description/Background of request

Karens House and Casa de Esperanza have requested that the Colusa County Board of Supervisors declare the month of October as Domestic Violence Awareness Month. Domestic Violence Awareness Month is nationally recognized and in supporting this agenda, we can focus attention on how we as a community can address domestic violence issues in our community.

Prior Board Action

None

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please have Board Chair sign the Proclamation and send a copy to Karen's House and Casa de Esperanza.

ATTACHMENTS:

- 06-14-22 Request for Proclamation - Domestic Violence Awareness(PDF)
- 09-19-22 Request for Proclamation - CDE (PDF)
- 09-27-22 Domestic Violence Awareness Month (DOCX)

REQUEST FOR PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2022

RECEIVED
JUN 14 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Colusa County Board of Supervisors
546 Jay St
Colusa Ca, 95932

To remain silent is to participate.

When we prevent domestic violence, we promote safety within our community and show respect for all, it is imperative that Karen's House remain focused on the urgency of this issue.

When an incident of domestic violence occurs, it cannot be kept a private matter. Violence and abuse in family relationships have negative effects that go far beyond the couple/family involved. It puts stress on their children, their extended family, their friends and their neighbors. Not only does domestic violence undermine the ability of families to be resilient, it also undermines "readiness." According to the National Coalition Against Domestic Violence: * Nearly 20 people per minute are victims of domestic violence by a domestic partner in the U.S., 10 million women and men per year. * One in three women and one in four men have experienced some form of physical violence by an intimate partner within his or her lifetime. * One in five women and one in seven men have experienced severe physical violence by an intimate partner in his or her lifetime. Intimate partner violence accounts for 15 percent of all violent crime.

Three to 10 million children are witness to domestic violence in their homes, and research has shown children who witness domestic violence and do not get help are more likely to become victims or perpetrators of future abuse. * Nearly three out of four Americans personally know someone who is or has been a victim of domestic violence. This month, we recognize the survivors and victims of abuse whose courage inspires us all. We recommit to offering a helping hand to those most in need, and we remind them that they are not alone. NOW, THEREFORE, we ask you to declare October Domestic Violence Awareness Month

Sincerely

Cynthia Hackett

Karen's House

From: jeanine@cde-norcal.org
To: [Melissa Kitts](#)
Cc: executivedirector@cde-norcal.org; magdalena@cde-norcal.org
Subject: DVAM Proclamation
Date: Monday, September 19, 2022 2:35:26 PM
Attachments: [DVAM Colusa County Proclamation 2022.docx](#)

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.

Domestic Violence Awareness Month is coming soon so it is time again to request a Proclamation from the Colusa County Board of Supervisors. I have attached the requested proclamation. Please let me know if there is anything else you need.

Sincerely,

Jeanine Werner
 Domestic Violence Program Director
 Casa de Esperanza
 530-674-5400
 Adaptability, Empathy, Harmony Includer, Positivity

CONFIDENTIALITY NOTICE: This email transmission and any related attachments is privileged and/or confidential information and is for the exclusive use of the intended recipient. If you are not the intended recipient you are hereby notified that any retention, interception, disclosure or other use is strictly prohibited and may violate applicable laws including Electronic Communications Privacy Act. If you have received this notification in error, please immediately contact the sender and delete the material. Thank you for your consideration. Business: 530-674-5400 Fax: 530-674-3035



**PROCLAMATION OF THE COLUSA COUNTY
BOARD OF SUPERVISORS
DECLARING OCTOBER 2022
AS DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and

WHEREAS, in the County of Colusa, adults and children are victims of domestic violence each year; and

WHEREAS, Colusa County Board of Supervisors is committed to restoring the right to freedom from fear in our own homes and communities; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses; and

NOW, THEREFORE BE IT RESOLVED that in recognition of the important work done by domestic violence programs, the Colusa County Board of Supervisors does hereby proclaim October 2022 as Domestic Violence Awareness Month and urges all citizens, agencies, and businesses to **WORK TOGETHER AS A TEAM IN OUR COMMUNITY THROUGH PREVENTION, INTERVENTION AND EDUCATION PROGRAMS, AND TO TAKE A STAND** until society has zero tolerance for domestic violence.

PASSED AND ADOPTED this 27th day of September 2022.

J. Merced Corona, Chair



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request

None.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Response to the 2021-22 Civil Grand Jury Final Report

Approve Response to the 2021-22 Civil Grand Jury Final Report.

Detailed Description/Background of request

The 2021-2022 Colusa Grand Jury Final Report was provided to the County on June 29, 2022. 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.

On August 2, 2022 Chair Corona appointed Supervisors Carter and Evans to work with staff to prepare the Board's response. The Supervisors met and consulted with staff as well as reviewing the responses provided by the leadership within the impacted departments (Health and Human Services, Sheriff and Probation). They then provided direction to staff to craft the responses as shown on the attached document.

Prior Board Action

August 2, 2022 - Acknowledged receipt of 2021-22 Grand Jury Final Report and appointed supervisors to draft response.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain Chair's signature and submit original to Superior Court and provide copy to Grand Jury and County Clerk per Penal Code 933(c).

ATTACHMENTS:

- Board response final (DOC)
- 06-29-22 Grand Jury Report 21-22 Final Report (PDF)

Action Item (ID # 8649)

Meeting of September 27, 2022

- Sheriff response (PDF)
- DHHS response (PDF)
- Probation response (PDF)

J. MERCED CORONA, DISTRICT I
CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III,
VICE-CHAIR
GARY J. EVANS, DISTRICT IV,
DENISE J. CARTER, DISTRICT V



COUNTY OF COLUSA
BOARD OF
SUPERVISORS

547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
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boardclerk@countyofcolusa.org

September 13, 2022

Honorable Jeffrey A. Thompson, Presiding Judge
Colusa County Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to the 2021-2022 Civil Grand Jury Final Report

Dear Judge Thompson:

The Board of Supervisors is pleased to provide a response to the 2021-2022 Civil Grand Jury Final Report.

County of Colusa Child Welfare Services Unit:

Finding No. 1: The Grand Jury finds that the Colusa County Child Welfare Services Unit has printed materials available to the public in their lobby that are outdated, some with invalid phone numbers and/or websites.

The County agrees with the finding.

Finding No. 2: While the Colusa County Social Services Unit has metrics available, there are multiple sites and repositories to research. Unless familiar with the Social Services structure, most individuals would find it challenging to locate and understand the metrics.

The County agrees in part with the finding. We disagree that data is not available at a single location. While there are a variety of sites one might find statistical information on Child Welfare Cases, the primary site is the California Child Welfare Indicators Project.

Finding No. 3: While independent random audits of the Colusa County Child Welfare Services Unit are conducted by the California Judicial Council and the State Child Family Services, the Grand Jury finds that the audits are a small sample size and lack appropriate frequency.

The County agrees in part with the finding. The number of audits conducted by the California Judicial Council and State Child Family Services is not controlled by the County, therefore we cannot agree nor disagree as to the appropriateness of the number of cases they choose to audit. However, the Child Welfare Unit undergoes quarterly audits by the California Department of Social Services wherein random case

files are selected for audit. Further, the Unit reviews all files on a monthly basis with legal counsel and the State of California Adoptions.

Finding No. 4: *While training policies are in place at the County and State level, the Grand Jury finds that there are opportunities for some additional Child Welfare Services staff training.*

The County agrees with the finding.

Finding No. 5: *While the RFA process has been implemented, the Grand Jury finds that there are opportunities for the Child Welfare Services RFA Program administration to improve the understanding and requirements for those interested in the RFA process.*

The County agrees with the finding.

Recommendation No. 1: *The Grand Jury recommends the Colusa County Child Welfare Services Unit review all printed brochure materials and update as appropriate to ensure individuals seeking information have accurate and current websites, phone numbers and addresses. Implement a governance policy to routinely review and update printed materials as necessary to provide accurate information to the public.*

Will be implemented by December 31, 2022.

Recommendation No. 2: *The Grand Jury recommends the Colusa County Child Welfare Services Unit publish on their website the Social Services unmasked (non-confidential) key metrics that are currently found in the CCWIP and other reporting sites to the public.*

Will be implemented by December 31, 2022.

Recommendation No. 3: *The Grand Jury recommends that the Social Services Unit develop a quality assurance process that conducts additional internal, independent audits by Social Services management with a focus on Resource Family Reunification cases.*

Requires further study and analysis of the current case review process to determine what modifications may be necessary to ensure effective assistance and support to all individuals involved in the Child Welfare process.

Recommendation No. 4: *The Grand Jury recommends the Colusa County Child Welfare Services Unit review current training policy and consult with the Colusa County Human Resources Department to develop and implement communication and listening skills training for all child Welfare Services staff.*

Will be implemented as an ongoing effort in conjunction with Colusa County Human Resources Department.

Recommendation No. 5: *The Grand Jury recommends that by December 31, 2022, the RFA Program Administrator develop a comprehensive Resource Family Reunification process that can easily be shared with interested parties and that includes the following:*

- *Introduction and explanation of the Resource Family Reunification program.*
- *Provide a complete packet of the Resource Family Reunification Act, all forms needing to be completed, including instructions and relevant brochures (i.e.,*

"Caregivers and the Courts"; County of Colusa Health and Human Services brochure; Foster Youth Mental Health Bill of Rights; Important Information for Caregivers; Foster Care Ombudsman).

- *Implement a governance policy to ensure all processes are followed and adhered to (e.g., completing forms), and that provides continual feedback and active engagement and transparency with RFA applicants throughout the reunification process.*

Will be implemented as to the enhanced webpage with information concerning the Resource Family Approval Program, including links to download the requested instructions and brochures, as noted by the Grand Jury in their recommendation.

Recommendation No. 6: *The Grand Jury recommends that the Child Welfare Services Unit administrator develop and implement annual reporting that summarizes Colusa County's family reunification metrics. Report distribution shall include Health and Human Services administration and the Colusa County Board of Supervisors.*

Will be implemented as to the Agency's annual report being placed on the County Website by December 31, 2022.

In closing our response to this particular investigation, the County wishes to acknowledge the Grand Jury for referring this matter to the District Attorney for investigation. At the conclusion of that investigation, the DA did not identify any criminal activity, or crimes committed by the County in performing their duties in Child Welfare Services.

Inspection of the Colusa County Jail:

Finding No. 1: *The Grand Jury finds that while the Jail is currently functional, the Jail facility is outdated and does not meet current correctional facility standards due to its linear design layout, which poses safety risks to Jail inmates and staff.*

We agree with the finding.

Finding No. 2: *The Grand Jury Finds that the Jail is in compliance with its annual inspections and maintains a safety plan for all Jail staff and inmates.*

We agree with the finding.

Finding No. 3: *The Grand Jury finds the inmates are not satisfied with the variety and quality of the meal program offered by Trinity Services Group, Inc.*

We partially disagree with the finding. The 2 inmates that were interviewed raised issues with the lack or variety and quality of the food; however, the Jail has a grievance procedure and inmates can report their complaints to jail staff. The prior meal provider had significant meal quality issues, which the County addressed by terminating that contract and entering into a contract with Trinity Service Group. Since that time, grievances average about 2 per month, not surprising, as not everyone will like every item they are served. The meals provided meet or exceed Title 15 guidelines and works on a four-week revolving menu.

Finding No. 4: *The Grand Jury finds that the Jail commissary is often out-of-stock on many items.*

We agree with the finding.

Finding No. 5: *The Grand Jury finds that the Jail lacks substantiative (sic) educational offerings to the inmates.*

We partially disagree with the finding. During a normal year, the Jail has educational offering for the inmates, however the Covid-19 pandemic impacted those offerings. Between the State Public Health and OSHA guidelines it was not possible, nor would it have been wise, to invite contract personnel into the Jail. The Jail Commander and staff worked very diligently throughout the pandemic to ensure risk of exposure for inmates was kept to the bare minimum. The County recently approved the contract with the County Office of Education to continue services. Both in person and remote educational offerings are underway.

Finding No. 6: *The Grand Jury finds that the COVID-19 pandemic has impacted the Jail's staffing, creating vacancies that have hindered its educational programming.*

We agree with this finding.

Recommendation No. 1: *The Grand Jury recommends that the County of Colusa continue to move forward diligently with its existing plan of constructing a new, modern jail facility that incorporates up-to-date safety and inmate management features.*

This recommendation is being implemented. The County continues to move forward, to the extent things are under our control, to get the new detention facility built. The processes the State requires to construct the facility under the SB863 Lease Revenue Bond program are very daunting. Approvals thus far have included the Board of State and Community Corrections, Department of General Services, State Public Works Board, State Department of Finance and the State Fire Marshall. This is all before we have even been able to put the project out to design. The opinion of this Board is that the State was ill-equipped to deal with the onslaught of work brought on by the multiple criminal justice facility construction programs they sponsored over multiple years. While we are extremely grateful to have been selected to receive the \$20 million dollars in funding, the incredibly long process to get the project approved and out to design has resulted in an escalation of the cost of the project, and thereby a need for the County to provide local tax dollars to offset the increased expense. This local portion currently stands at \$5.2 million.

Recommendation No. 2: *The Grand Jury recommends that additional surveillance equipment be installed at the current jail to help improve security and safety.*

Will be implemented. On August 30, 2022 the Board of Supervisors approved the contract for installation of upgraded building control systems. The work is to be completed within 120 days.

Recommendation No. 3: *The Grand Jury recommends the Jail invest more resources into its educational programming and fulfill its Jail teacher vacancy as soon as possible.*

Has been implemented. The County recently approved the contract with the County Office of Education to continue services. Both in person and remote educational offerings are underway.

Recommendation No. 4: *The Grand Jury recommends the Jail conduct an annual review of contracted food vendors and also solicit feedback from Jail inmates.*

Has been implemented.

Recommendation No. 5: *To help improve transparency, the Grand Jury recommends that the Colusa County Jail administration provide semi-annual updates to the Colusa County board of Supervisors regarding the status of the new jail facility.*

Has been implemented. These semi-annual updates will be an agenda item commencing in November 2022, if not sooner.

Inspection of the Tri-County Juvenile Rehabilitation Facility and the Maxine Singer Youth Guidance Center:

Finding No. 1: *the Grand Jury finds that all areas inspected at the Facility were clean and orderly.*

We agree with this finding.

Finding No. 2: *The Grand Jury finds that the kitchen operations provide youth a wide variety of well-balanced food options.*

We agree with this finding.

Finding No. 3: *The Grand Jury finds the school curriculum at the Facility is up to date and meets educational standards.*

We agree with this finding.

Finding No. 4: *While the Grand Jury finds that the Arena at Camp Singer was in great shape, the recreation area at the Juvenile Hall is in marginal condition and repairs are needed.*

We agree with this finding.

Finding No. 5: *The Grand Jury finds the Facility has vacant staff position that should be filled.*

We agree with this finding.

Finding No. 6: *The Grand Jury finds the Juvenile Hall is outdated and does not meet current facility standards due to its linear design layout, which poses safety risks to Facility staff and youths.*

We agree with this finding.

Recommendation No. 1: *The Colusa County Grand Jury recommends that Tri-Counties continue moving forward with construction of the new Juvenile Hall facility.*

Is being implemented. Construction of the new facility which will meet standards is underway and anticipated to be completed in summer 2023.

Recommendation No. 2: *The Grand Jury recommends Facility administration fill its vacant positions in a timely manner.*

Is being implemented to the degree possible. Vacancies in corrections work are commonplace, even in juvenile work. The Covid-19 pandemic also presented and continues to present challenges to filling positions. Yuba County is responsible for all hiring, and works diligently to get these vacancies filled. Colusa County supports and appreciates these efforts.

In closing, the Board of Supervisors appreciates the diligence and effort put forth by the members of the Grand Jury in performing their duties.

Respectfully submitted,

MERCED CORONA
Board Chair



Superior Court of California County of Colusa

JEFFREY A. THOMPSON
PRESIDING JUDGE

532 Oak Street
Colusa, CA 95932

ERIKA F. VALENCIA
COURT EXECUTIVE OFFICER
CLERK OF THE COURT
JURY COMMISSIONER

ELIZABETH UFKES OLIVERA
ASSISTANT PRESIDING JUDGE

PHONE: 530-458-5149
FAX: 530-458-2230

MEMORANDUM

TO: Governmental Officers and Interested Parties
FROM: Colusa County Grand Jury
SUBJECT: Colusa County Grand Jury 2021-2022 Final Report
DATE: June 27, 2022

RECEIVED

JUN 29 2022

**COUNTY OF COLUSA
BOARD OF SUPERVISORS**

Enclosed please find a copy of the 2021-2022 Colusa County Grand Jury Final Report.

A copy of California of California Penal Code Section 933 is attached which provides for comments in response to the Report.

Attachment: 06-29-22 Grand Jury Report 21-22 Final Report (8649 : Response to the 2021-22 Civil Grand Jury Report)



State of California

PENAL CODE

Section 933

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

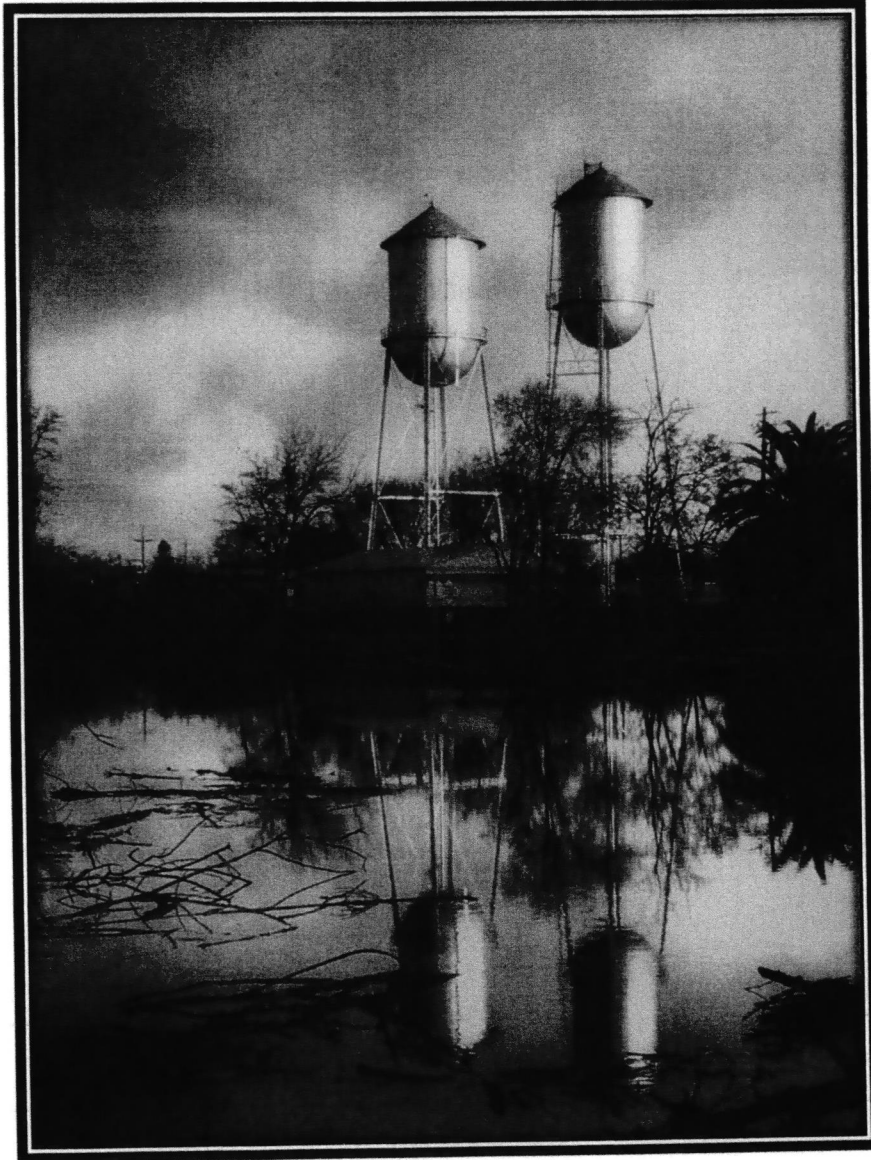
(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) 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 of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

(Amended by Stats 2002, Ch 784, Sec 538 Effective January 1, 2003)

CIVIL GRAND JURY | 2021 – 2022
COUNTY OF COLUSA



ENDORSED

SUPERIOR COURT

FILED

JUN 24 2022

FILED

COLUSA COUNTY

FINAL REPORT

Attachment: 06-29-22 Grand Jury Report 21-22 Final Report (8649 : Response to the 2021-22 Civil Grand Jury Report)

JURY MEMBERS | 2021-2022

Marilyn Acree, Foreperson &
CPS Committee Co-Chairperson

Derrick Ash, Foreperson Pro Tempore

Margo Cheuvront, Secretary

Steven Codorniz, Sergeant at Arms

Katie Dunlap, City Committee Chairperson

Julie Garofalo, City Committee Co-Chairperson

Yolanda Swearinger, CPS Committee Chairperson

Suzie Plaza, Jail Committee Chairperson

Matthew Boeger, Jail Committee Co-Chairperson

Chris Greene, Editorial Committee Chairperson

Robert Alvernaz

Johnny Barnette

Thomas Charter

Kenneth Flagor

Deborah Jimenez

Steven Neader

Eric Rasmussen

Adam Shifflet

Peggy Townzen

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TABLE OF CONTENTS

JURY MEMBERS | 2021-2022..... I

TABLE OF CONTENTS ... III

FOREPERSON'S LETTER V

GRAND JURY'S OATH..... vii

INTRODUCTION TO THE CIVIL GRAND JURY VIII

REPORTS OF THE 2021-2022 CIVIL GRAND JURY 1

MISUSE OF PUBLIC FUNDS AND MULTIPLE CODE AND POLICY VIOLATIONS FOR CITY OF COLUSA 3

COUNTY OF COLUSA CHILD WELFARE SERVICES UNIT..... 19

INSPECTION OF THE COLUSA COUNTY JAIL 29

INSPECTION OF THE TRI-COUNTY JUVENILE REHABILITATION FACILITY AND MAXINE SINGER YOUTH GUIDANCE CENTER..... 35

Attachment: 06-29-22 Grand Jury Report 21-22 Final Report (8649 : Response to the 2021-22 Civil Grand Jury Report)

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FOREPERSON'S LETTER



COLUSA COUNTY CIVIL GRAND JURY
P O BOX 715
COLUSA, CA 95932
PHONE (530) 458-0431

June 15, 2022

Honorable Jeffrey A. Thompson, Presiding Judge
Superior Court of California, County of Colusa
532 Oak Street
Colusa, California 95932

Dear Judge Thompson

As Foreperson of the 2021-2022 Colusa County Civil Grand Jury, I am privileged to provide you with the Grand Jury's final report

On behalf of my fellow jurors, we collectively feel honored to have served Colusa County while undertaking our civic duty with tenacity and integrity as we performed the duties entrusted to us

During our tenure, we were tasked with several unique complaints that presented challenges for our Grand Jury members in realizing the criticality of their role and, in some instances, necessitating the Jurors to step out of their comfort zone to pursue the oversight and tough questions required by a Grand Jury. They performed said duties with determination, ethics, and the willingness to listen and hear all parties

While COVID-19 restrictions were lessened during our term, we had some challenges with meetings. The members persevered and attended virtual meetings, including the Editorial report writing process. In addition, the 2021-2022 Grand Jury updated the Colusa County Civil Grand Jury Procedures Manual.

It has been a privilege and honor to collaborate and work with each Grand Juror. We walk away having formed synergy and commonality knowing we have fulfilled our commitment to Colusa County.

We would like to thank all those who cooperated with interviews and contributed their time, information, and knowledge. County Counsel, Richard Stout and Deputy County Counsel, Jennifer Sutton were key stakeholders and always available when needed.

We pass the baton to the 2022-2023 Grand Jury with the confidence they will understand and embrace the important role they face in ensuring our public entities are transparent and operating within the statutory requirements as mandated by law.

Best regards,

Marilyn Acree
Foreperson, 2021-2022 Colusa County Grand Jury

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GRAND JURY'S OATH

Each member of the Grand Jury has taken the following oath.

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of California, and all laws made pursuant to and in conformity therewith, will diligently inquire into, and true presentment make, of all public offenses against the people of this State, committed or triable within this county of which the Grand Jury shall have or obtain legal evidence. Further, I will not disclose any evidence brought before the Grand Jury, nor anything which I or any other Grand Juror may say, nor the manner in which I or any other Grand Juror may have voted on any matter before the Grand Jury. I will keep the charge that will be given to me by the court."

(California Penal Code §911)

INTRODUCTION TO THE CIVIL GRAND JURY

The Fifth Amendment to the United States Constitution and the California Constitution call for Grand Juries, formed as part of the judicial branch of government. The Colusa County Civil Grand Jury consists of nineteen citizens of the county that range in diversity of men and women of various socioeconomic, ethnic, age and educational backgrounds. Together, the jurors act as an independent, fact-finding body under the advisory supervision of the Presiding Judge of the Superior Court, the District Attorney, County Counsel, and the State Attorney General.

Duties

The primary function of the Grand Jury is the examination of certain aspects of county government, city governments and special districts. The Grand Jury's investigation of public entities, sometimes referred to as a "watchdog function," is ordinarily followed by the issuance of a formal report that details a specific entity's operations and facilities. The California Penal Code Article 2, Section 933 requires that each grand jury "shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year."

The Grand Jury is authorized to:

- Inquire into any charge of willful misconduct in office by public officials or employees,
- Inquire into conditions of jails and detention centers, and
- Inspect and audit books, records, and financial expenditures of all agencies and departments under its jurisdiction, including special districts and non-profit organizations, to ensure public funds are properly accounted for and legally spent

Members of the Grand Jury are sworn to secrecy and most of the jury's work is conducted in closed session. All testimony and deliberations are confidential. Breach of confidentiality is a misdemeanor punishable under the Penal Code.

Reporting

No later than the fiscal year, the Grand Jury must submit to the Presiding Judge of the Superior Court a final report of the findings and recommendations related to the jury's investigations of local government. Those Grand Jury reports that contain recommendations for the improvement of local government are submitted for response to the elected officials and the governing board of the agency that was investigated. Within ninety (90) days after the Grand Jury issues a report concerning a public agency, that agency's governing body must submit its response to the Presiding Judge on the findings and recommendations pertaining to matters under the control of the governing body. Any elective department head who has been asked to comment on a report must submit his or her comments within sixty (60) days to the Presiding Judge. Appointed department heads cannot be required to respond to Grand Jury recommendations, but the Grand Jury may request appointed officials to respond to recommendations. A copy of all of the responses is placed on file with the Clerk of the Court and is provided to the Grand Jury.

REPORTS OF THE 2021-2022 CIVIL GRAND JURY

- #1: MISUSE OF PUBLIC FUNDS AND MULTIPLE CODE AND POLICY VIOLATIONS FOR CITY OF COLUSA
- #2: COUNTY OF COLUSA CHILD WELFARE SERVICES UNIT
- #3: INSPECTION OF THE COLUSA COUNTY JAIL
- #4: INSPECTION OF TRI-COUNTY JUVENILE REHABILITATION FACILITY AND THE MAXINE SINGER YOUTH GUIDANCE CENTER

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MISUSE OF PUBLIC FUNDS AND MULTIPLE CODE AND POLICY VIOLATIONS FOR CITY OF COLUSA

SUMMARY

Under its statutory authority, and in response to multiple public written complaints received by the Colusa County Grand Jury (Grand Jury) regarding the City of Colusa-sponsored events in summer of 2021, the Grand Jury conducted an investigation of the City of Colusa and its various divisions that were involved in the event planning and implementation. Relevant state and local government documents were reviewed as they relate to the permitting, procedures and expenditures for the City-sponsored events, which included the Country in Colusa concert, Fourth of July Festival, Taco Festival, and Colusa Duck Days Expo. Various City administration and County of Colusa administration were interviewed to inquire about the permitting and financing of these events, and overall policies and procedures of the City. The Grand Jury finds that the City failed to obtain all the required alcoholic beverage and temporary food permits from the relevant agencies to serve such to the public at these events. Several City policies and procedures were violated regarding purchases and expense reimbursements to acquire the supplies, entertainment, vendors, and food and beverage for the events. Furthermore, the Grand Jury finds that the City significantly lacked transparency with the dissemination of financial information to the public regarding expenditures related to the events and grant monies received that were intended to provide COVID-19 relief to the City and local businesses. To address the shortcomings, City administrators have made good-faith efforts to identify and reconcile the inadequacies and have recently developed and adopted multiple policies to help serve as a backstop against excessive and unauthorized spending for each future City-sponsored event. Future Colusa County Grand Juries should consider continuing to monitor the City to verify that all relevant state and local policies and procedures are being obeyed while expending public funds.

BACKGROUND

The primary function of the Grand Jury is the examination of certain aspects of county government, city governments and special districts. The Grand Jury's investigation of public entities, sometimes referred to as a "watchdog function," is ordinarily followed by the issuance of a formal report that details a specific entity's operations and facilities. The California Penal Code Article 2, Section 933 requires that each grand jury "shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year "

Based on formal written complaints received by the Grand Jury, as well as news media releases, the Grand Jury decided to exercise its responsibility and authority pursuant to the above referenced California Penal Code and to investigate the City of Colusa's policies and procedures for funding and implementing its summer of 2021 City-sponsored events, the first of their kind for the City, as well as for future planned City-sponsored events. The 2021 City-

sponsored events included Country in Colusa (held June 26, 2021), the Fourth of July Festival (held July 4, 2021), the Taco Festival (held July 31, 2021), and the Duck Days Expo (held August 21-22, 2021). The primary intent of these events was to promote tourism to the City, which would in turn increase sales tax revenue and help bolster the local economy.

METHODOLOGY

The Grand Jury used research, observations, and conducted interviews with key City and County officials and staff to gain an understanding of how the summer of 2021 City-sponsored events were funded and implemented.

Documents reviewed by the Grand Jurors included:

- City Council meeting minutes and agenda packets from January 2020 to date
- Budget summaries from the 2020-2021 and 2021-2022 fiscal years
- Documents obtained from multiple requests for public records, in accordance with the California Public Records Act, California Government Code §6250 et seq , and Article I, §3(b) of the California Constitution
- Financial receipts and statements from expenditures related to the City-sponsored events
- Special daily beer and wine license applications obtained from the State of California Alcoholic Beverage Control (ABC) Board (Form 221)
- California Health and Safety Codes §113755 and §114381.1
- Food permitting documents obtained from the Colusa County Community Development Department – Division of Environmental Health
- Finances and expenditures for the Budget Act of 2020 Coronavirus Relief Fund Grant
- Grant Application and written correspondence for the Community Development Block Grant Coronavirus Response Fund 1 (CDBG CV-1)

DISCUSSION

The Grand Jury conducted several interviews under confidentiality with select City of Colusa administration, County of Colusa administration, and local citizens. The discussion and findings presented herein are based on research and factual evidence obtained by the Grand Jury.

Alcoholic Beverage Control (ABC) Permitting & Violations

The Department of Alcoholic Beverage Control (ABC) is an agency of the government of the state of California charged with regulation of alcoholic beverages. Any nonprofit organization selling donated or purchased alcohol at a special event is required to obtain a Daily License from the ABC. The Daily License (Form 221) is available online at <https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions/>.

The application must be submitted to the local ABC permitting office at least ten (10) days prior but no more than thirty (30) days prior to the scheduled event. The Form 221 requires the applicant to provide the type of alcohol license desired (i.e., beer and wine only license, or beer, wine and distilled spirits license); a plot plan that specifies the location of the alcohol vendor(s) within the event space, and signatures from the Owner of the property on which the event is occurring and the local Law Enforcement official if there are a large number of people attending or the event is held on a public street.

An ABC alcohol permit is required if the event meets one or more of the following circumstances:

- The event is open to the public, (i.e., no private guest list or someone can walk in uninvited)
- There is any admission cost for the event (i.e., ticket price, donation or door charge)
- Any other fundraising activities are being held at the event (i.e., silent auction)
- Drinks are being sold at the bar (i.e., no-host or "cash" bar)
- A licensed caterer is providing the alcoholic beverages; and/or
- The event venue requires an ABC permit to be in place for the event.

For any of the aforementioned circumstances, a special daily alcohol license must be applied for by a qualifying non-profit entity, and the entity must be pre-qualified by the ABC if it is the entity's first occurrence applying for such permit

During the alcohol-permitted event, the ABC license must be retained onsite and made available for inspection. The alcohol may be sold by the glass, or included in a door charge or other donation, and alcohol cannot be given away free. The sponsoring organization is responsible for the conduct of the special event.

Country in Colusa Event

Copies of applications and ABC-issued permits for the summer of 2021 City-sponsored events were reviewed by the Grand Jury. For the Country in Colusa event, the Colusa County Arts Council (a non-profit organization) submitted a special daily beer and wine license application, signed by the required local officials, to the local ABC field office on June 22, 2021. The application indicated that 100 people were estimated to be in attendance, with two (2) security guards planned to be on duty; however, advertisements released on social media by City staff indicated that a few thousand people were expected to attend the event based on anticipated ticket sales. Due to the application and filing fee (\$50) being submitted less than ten (10) days prior to the scheduled event (June 26, 2021), the license was not issued from ABC until post-event on July 1, 2021. During the event, City staff collected money from and provided drink tickets to citizens to redeem for beer and wine beverages provided by a local vendor. Therefore, beer and wine beverages were sold by City staff and served to the public without a valid ABC license in-hand.

Receipts reviewed by the Grand Jury indicate that on June 26, 2021, the day of the Country in Colusa event, a large cash purchase was made at a local grocery store using City General Funds (Economic Development fund), with select items consisting of a variety of

beer, wine, and hard liquor (vodka and tequila), various cocktail mixers, drink cups, napkins, and other supplies. It was determined by the Grand Jury that these purchases were made to serve alcoholic beverages at the VIP Booth at the Country in Colusa event. The City did not, nor did the Colusa County Arts Council, properly apply for a special daily hard liquor license. The City did not have a formal contract with the VIP bartender, yet records show that a City administrator paid the VIP bartender \$400 using a personal Venmo account on the day of the event, and was later reimbursed by the City's Economic Development fund.

Fourth of July Festival, Taco Festival, and the Duck Days Expo Events

The City applied for special daily beer and wine licenses from the local ABC field office for its Fourth of July Festival, Taco Festival, and the Duck Days Expo events. The ABC was found to have mistakenly issued special daily beer and wine licenses to the City for its Fourth of July Festival and the Taco Festival, since the City is not a qualifying non-profit organization or private entity. Realizing its mistakes, the ABC field office notified the City that special daily beer and wine licenses had been wrongly issued by their organization to the City for two of its prior events, and that any future requests for a special daily license must be made by a qualifying non-profit entity.

The special daily beer and wine license that had already been issued to the City on August 17, 2021 for the Duck Days Expo (held on August 21-22, 2021) was voided by ABC prior to this event occurring. The City, in turn, did not sell alcoholic beverages at the Duck Days Expo event. On the day of that event, the City changed the venue for the concert portion of their event to a local restaurant that held a valid ABC on-sale license, and that restaurant was held responsible for the selling and serving of alcoholic beverages to the public and the conduct at the concert held at their venue, in accordance with their ABC on-sale license.

Temporary Food Permitting & Violations

In accordance with the California Health and Safety Codes §113755 and §114381.1, a Community Event Coordinator Permit is required for any event planned to have more than one (1) food vendor selling food to the general public from a Temporary Food Facility (TFF) (i.e., mobile food truck). Additionally, each food vendor is required to obtain their own TFF Permit for each event, regardless whether there is a single or multiple food vendors serving food to the public at any particular event. The Colusa County Community Development Department – Environmental Health Division (County EHD) procedures require that Community Event Coordinator Applications and/or TFF Permit Applications are to be submitted to the County EHD no less than two weeks, or ten (10) business days, prior to the scheduled event to allow time for County EHD staff to review the permit applications and research the proposed vendors, food suppliers, etc. The applications are available online at <https://countyofcolusa.org/DocumentCenter/View/10417/new-application-for-new-tff?bidId=>.

A fee is required to be submitted with the Community Event Coordinator application (\$84 fee) and TFF applications (fees range from \$28 to \$84). The fees help pay for the County EHD's staff time to process, review, and issue permits, as well as perform food health and safety inspections during the event.

In spring of 2021, City staff approached the County EHD and informed that the City would be sponsoring several events during summer of 2021 with planned food vendors, and inquired about the food permits and procedures that would be required of the City. On April 15, 2021, the County EHD emailed City staff with the TFF and Community Event Coordination Application packet, which included the permit application forms, instructions, and all the food safety requirements for each of the TFFs to follow. The County EHD staff also offered to meet with the City to assist them with filling out the required food permit applications, if desired.

The County EHD had received a permitting inquiry from the public following the City-sponsored Taco Festival held on July 31, 2021. The County EHD reviewed its records, and on August 10, 2021, County EHD staff sent a letter of violation by email to City staff informing that the City had not obtained the required Community Event Coordinator Permit for its special events and were in direct violation of the California Health and Safety Codes §113755 and §114381.1. The County EHD in-turn did not receive any correspondence from City staff responding to this letter of violation.

On August 20, 2021, the County EHD received a Community Event Coordination Application with three accompanying TFF vendor permit applications from the City for its sponsored Colusa Duck Days event, scheduled for August 21-22, 2021, however, the fee payment was not remitted with the application. Due to submittal of the application less than one (1) working day prior to the scheduled event and the lack of fee payment, the County EHD could not issue the food permit before the event occurred. Food and beverages were sold to the public at the event without a valid TFF Permit in place. Following the event, the County EHD made multiple requests for payment to the City in order to retroactively issue the permit and close out the file. The City remitted the required payment of \$84 to the County EHD for the Community Event Coordinator permit, and the food permit was officially issued on September 30, 2021, over one month after the event occurred.

Funding and Expenditures for City-Sponsored Summer 2021 Events

Per email communication between City staff on July 12, 2021, it was reported that the Country in Colusa event was to be paid for using the Recreation Fund that the City established in spring of 2021 with a starting budget of \$25,000 that was pulled from the City's Cannabis Fund. However, review of financial records indicates that the expenses for these events were expensed to the Economic Development fund (a subaccount of the General Fund), and not the Recreation Fund. Use of the Economic Development fund to pay for the summer of 2021 events was not publicly discussed or pre-approved by City Council.

To help contribute to the City-sponsored 2021 events, the City solicited donations in various ways from flyers, and direct solicitation from select City staff to targeted benefactors. The City received a total of \$34,000 in donations between the period of May 27, 2021 through June 30, 2021, from five (5) separate donations made by local businesses and individuals. The donations each ranged from \$2,000 to \$15,000, which were allocated to "Economic Development" in the General Fund. On November 2, 2021, City staff gave a presentation at

a City Council meeting for the reconciliation on events and tourism and expenses. It was reported during the presentation that the City was slated to receive an additional \$47,000 by December 31, 2021 from multiple donors that made handshake deals and promises to provide monetary donations to the Economic Development fund (which would have brought the grand total to \$95,000 in donations for the Economic Development fund); however, the City has not reported any additional donations received beyond its \$34,000 received to date for its Economic Development fund.

Ticket sales were a major consideration by the City for funding the summer of 2021 events, with the Country in Colusa concert being the premier event for the City. The City had anticipated that ticket sales would total over \$18,000. According to City staff, tickets sales fell short of reaching the anticipated amount, leaving a sizeable remainder of expenditures to be covered by the City's General Fund. Financial records indicate the City reported a revenue of \$9,916.80 in ticket sales for the Country in Colusa event.

The City expensed a large amount of funding to put on the four City-sponsored events. Some of the largest expenses were towards the event's entertainment. Multiple bands were paid various amounts ranging from \$600 to \$3,750 per performance. Meals, lodging, and transportation were provided to the performers by the City, including \$1,016 for an executive VIP Mercedes 12-passenger van to bring entertainers from a Bay Area airport to Colusa.

City staff spent taxpayer money without following purchasing protocols, which resulted in multiple violations of its Purchasing Policy and Credit Card Use Policy. In June of 2021, the City staff maxed out the credit cards and exceeded the City's overall credit limit of \$30,000. On June 24, 2021, the same month the City's credit limit had been exceeded, an in-person cash withdrawal in the amount of \$4,000 was made from the City's banking account. The Grand Jury obtained receipts for cash transactions made between June 24 and July 4, 2021, which were made using the City's withdrawn funds. Nine (9) separate cash transactions totaling \$3,087.49 were made, and included the purchase of beer, wine, and hard liquor, pre-paid Trac phones and minute cards, and other unallowable items that were used for the City's Country in Colusa and Fourth of July Festival events. Vendor locations (in Colusa and Yuba City) and date and time stamps on the receipts suggest that more than one person was in possession of the City's withdrawn cash and making purchases on June 26, 2021, the day of the Country in Colusa event. The remaining \$912.51 of unspent cash was reported to be placed back in the City's cash box. A cash withdrawal in the amount of \$1,375 was also made from the City's account at a bank branch on July 22, 2021, nine (9) days prior to the Taco Festival. Additionally, City staff also used personal credit cards for event expenses and were reimbursed by the City, with the largest individual reimbursement being approximately \$3,000.

The reported expenditures for all four City-sponsored summer of 2021 events totaled \$128,313.78; however, the reported amounts of revenue and expenses are estimated since the financial records are convoluted and not all the expenses, nor the revenues, have been entirely accounted for by City staff. The financial result of the summer of 2021 events was estimated to be a net loss of approximately \$67,000 from the City's General Fund; however, a portion of these losses appear to have been recouped using COVID-19 grant monies received by the City (as discussed in the following section).

Table 1 below provides a breakdown of the reported revenues and expenses from information presented by the City to the public, and the total estimated net loss for all four 2021 events without taking into consideration any retroactive reimbursements the City may have received with COVID-19 grant monies.

Table 1
Estimated Revenue and Expenses for Summer 2021 Events

Revenue	Donations (Actual)	\$34,000.00	\$61,364.63
	Earned Income	\$27,364.63	
Expenses	Country in Colusa	\$73,560.67	\$128,313.79
	4th of July	\$31,909.18	
	Taco Festival	\$16,824.44	
	Colusa Duck Days	\$6,019.50	
Estimated Net Loss from City's General Fund for Summer 2021 Events			(\$66,949.16)

COVID-19 Grant Funding for 2020/2021

The City of Colusa received two federal grants for the primary purpose of providing COVID-19 relief to the City and local businesses.

For the Budget Act of 2020 Coronavirus Relief Fund, the City applied for and received \$76,244, with approximately \$60,000 available after grant administrative costs. Items the City purchased with these funds included personal protective equipment and sanitation supplies (hand sanitizer, face shields, safety glasses, and nitrile gloves), City Payroll (Finance and Fire), payments to City Legal Counsel, and various technology equipment to perform virtual meetings. The total expenditures through December 31, 2020, totaled \$59,346.69, thus expending and closing out the grant.

On August 18, 2020, City Council approved a resolution for submission of a Community Development Block Grant Program (CDBG) Coronavirus Response Round 1 (CV-1) Grant application. The application was reported by City staff to be due on August 31, 2020, to the California Department of Housing and Community Development (HCD). The intended purpose of these CDBG CV-1 funds listed on the City's application was to provide sanitizing equipment for retailers and outdoor seating options for restaurants, with the length of the activity proposed to run from September 2020 to December 2020, and with anticipated grant close-out of January 31, 2021.

The scope of work the City provided on their CDBG CV-1 application included the following tasks.

- Task 1: Secure storage in City buildings to house library of coronavirus prevention assets,
- Task 2: Create Final Asset List & 'Check Out' process for consumer facing retail businesses to utilize assets in accordance with HCD/CDBG intended beneficiaries tracking documentation,
- Task 3: Procure needed assets to perform both Business Coronavirus Prevention 'Library' and Public Facilities Disinfecting Servicing using CDBG mandated procurement standards set forth in CCR 200 317-200.326;
- Task 4: Create Schedule & Track Weekly Public Facilities disinfecting Services; and
- Task 5: Grant Recording & Management with Target Closeout of December 2020.

The City's breakdown of planned usage of funds listed on the CDBG CV-1 application was as follows.

- (12) Mobile handwashing stations: \$5,000
- (45) Stand-alone hand sanitizer units for retail establishments: \$8,325
- (40) 8-foot metal picnic tables for outdoor seating for up to ten (10) restaurants: \$34,000
- (1) Industrial detergent hand-operated steam cleaning machine: \$3,000
- (3) Handheld cordless disinfectant sprayers / foggers: \$1,200
- Estimated Detergent and hand sanitizer refill costs for 12-week period: \$5,000
- (2) Plexi-glass barriers for businesses: \$2,147
- Additional masks and gloves: \$1,000

For reasons unknown to the Grand Jury, the records indicate that the City did not complete their CDBG CV-1 application for funding in the calendar year 2020. On May 19, 2021, the HCD staff invited the City staff to a virtual meeting with the purpose of assisting the City in completing their CDBG CV-1 funding application. The City completed their application and changed their grant implementation timeline to June 2021 through September 2021.

On July 2, 2021, the City received a letter of award in the amount of \$71,894, inclusive of administrative costs to administer the grant. The Standard Agreement for this award was sent to the City on July 9, 2021, and the agreement and supporting documents (i.e., Exhibit F for the City's Assets and Services for Coronavirus Prevention Supporting Businesses and Employee Retention) were required to be signed by the City Manager and returned within thirty (30) days. The City was overdue in submitting the required signed Standard Agreement and Exhibit F to the HCD, and on August 11, 2021, the HCD notified the City that they were at risk of losing funds. The required signed documents were provided to the HCD by the City on August 26, 2021. The executed agreement (Contract No. 20-CDBGCV1-00236) between the HCD and the City had a start date of October 5, 2021, and

the funds were released for spending. Receipt of CDBG CV-1 funds by the City occurred months after the statewide COVID-19 restrictions and mandates had been lifted and following all of the City-sponsored summer of 2021 events.

Receipts and financial records show that the City used the public's money from the Economic Development Fund of the General Fund to purchase the majority of its outdoor furniture equipment (picnic tables, chairs, patio umbrellas, wine barrel tables, etc) in June of 2021 for use at the City-sponsored events, several months prior to the City receiving the CDBG CV-1 funds. However, the CDBG CV-1 contract agreement stated that the City could pre-incur costs on eligible activities and could be reimbursed when the contract had been executed

The Financial Activity Report that the City submitted to the HCD for the period of October 5, 2021 and December 31, 2021 indicated that the CDBG CV-1 grant monies had mostly been expended (\$71,391.15 in expenses), with \$12,222 allocated towards general administrative costs and \$59,169.15 allocated towards the City's purchases of physical assets intended for COVID-19 relief. The generalized list of expenditures that the City submitted for retroactive reimbursement using the CDBG CV-1 grant monies included assets such as the wine barrel tables, unspecified restaurant supply store purchases, several unspecified purchases made at Amazon and Lowe's, and unspecified equipment from an industrial tool manufacturer/retailer.

Due to the absence of a complete and comprehensive inventory list of supplies and assets purchased by the City and the lack of detailed itemized lists of expenditures to sponsor the summer of 2021 events, it is unclear to the Grand Jury what overall total net loss the City experienced after the City received retroactive reimbursement from the CDBG CV-1 grant for some of its expenditures.

City's Purchasing Policy & Violations

The City's Purchasing Policy was last adopted in 2012 as Resolution No. 12-16. The Purchasing Policy outlines the requirements for the purchase of goods and services, and real property. The City Manager is the Purchasing Agent, and the Purchasing Agent is responsible for overseeing the procurement of centralized goods and services, the administration of the Contracting and Purchasing Policy, and the management of surplus City property. For all purchases, regardless of monetary value, the purchase shall be awarded to the lowest cost, responsive, responsible bidder, with preference given to local businesses located in the City. For all purchases (with the exception of Public Works projects), the following purchasing authorizations and limits apply.

Small Purchases – Less than \$1,000, Department Head has authority to award

Small Purchases – Less than \$5,000, City Manager has authority to award; Seek competitive quotes (including phone and email) when feasible.

Open Market – Between \$5,000 and up to \$25,000, City Manager has authority to award, Quotes must be received in writing (including email) from three (3)

competitive sources. Staging of purchases in order to avoid authorization limits is prohibited

Formal Bid – More than \$25,000 and up to \$50,000; City Council has authority to award, Quotes must be received in writing from three (3) competitive sources, or City Staff must document the efforts and sources contacted to which the City attempted to obtain a quote. Staging of purchases in order to avoid authorization limits is prohibited

Formal Bid – More than \$50,000, City Council has authority to award; Formal bid or Request for Proposal process is required. Staging of purchases in order to avoid authorization limits is prohibited.

The Purchasing Policy includes credit card purchases for City-issued credit cards. The credit cards are to be used for official City business only, and the policy prohibits credit card use for certain items such cash advances, services, or alcoholic beverages.

Review of records indicate that the City's Purchasing Policy was violated multiple times for purchases City staff made towards the City-sponsored summer of 2021 events. Violations included alcohol purchases, not attempting to obtain at least three (3) competitive quotes for single purchases exceeding \$5,000, and staging of purchases to avoid authorization limits (i.e., cumulative expenses for two of the four events exceeded \$25,000, thus requiring City Council approval)

Credit Card Use Policy & Violations

The City's Credit Card Use Policy establishes maximum amounts per transactions, as well as itemizing the allowable and unallowable items for purchase using a City-issued credit card. The credit card limits are a maximum of \$5,000 per transaction (including tax); maximum of \$10,000 per 30-day period per card (unless a higher maximum has been negotiated and authorized for that card holder), and a maximum of \$25,000 per vendor per year. Purchases cannot be split to circumvent procurement regulations, which would be considered staging of purchases. The credit card that is issued to a City employee must have their name on the card, and no other member of staff, family, or anyone else may use that card. To obtain a card, a City staff member must submit a Request for Credit Card, and the credit limit for the requested card will be established by the Department Head or City Manager. Normal department approval should be followed prior to making credit card purchases, and the Credit Card Use Policy does not supersede the City's Purchasing Policy terms. Upon leaving the City, the staff member must return their credit card to their respective Department Head or City Manager.

The Grand Jury reviewed monthly bank statements from November 28, 2020 through August 27, 2021 for credit cards issued to four City staff. The records indicate that for the period of May 28 to June 27, 2021, the City's credit limit of \$30,000 was exceeded by \$3,695.07. On June 17th, 2021, a large purchase was made to a restaurant supply company in Florida for three hundred metal-framed chairs, as a single purchase totaling \$12,132.87.

This transaction violated the City's Credit Card Use Policy. Additionally, records show that on July 4, 2021, alcohol was purchased from a local grocery store using a City-issued credit card. Although this alcohol purchase was not in violation of the Credit Card Use Policy (07-01) that was in place at the time of purchase, it was in violation of the City's Purchasing Policy, which prohibits the purchase of alcoholic beverages with a City-issued credit card.

Furthermore, a City staff member made the majority of the credit card purchases for the summer of 2021 events using a credit card that had been assigned to a former City employee that was no longer employed by the City. This card was utilized at least through August 27, 2021. The staff member that made these purchases was reportedly given the former employee's credit card when their employment began with the City. The new employee's Request for Credit Card Form and signed agreement that is required of City employees during credit card issuance could not be located to provide to the Grand Jury.

Due to multiple violations of the City's Credit Card Use Policy and Purchasing Policy and excessive spending on the City's credit account, the City updated its Credit Card Use Policy and the City Council adopted the updated policy on September 7, 2021. The revised policy added cellular phones, alcohol, tobacco, and firearms as prohibited items for purchase.

Donation Policy Adoption

City employees are not authorized to directly solicit donations from selected businesses or private entities. In the written complaints received by Grand Jury, as well as interviews conducted, citizens are generally concerned about the manner in which donations were solicited and accepted from targeted benefactors to help sponsor the City's events in summer of 2021. Donation receipts provided in a public records request indicates that the City has received at least five monetary donations totaling \$34,000 that were specifically designated for the Colusa Tourism Fund, with the single-largest donation of \$15,000 specified for the City's Fourth of July fireworks show.

In its investigation, the Grand Jury finds that City administration selectively targeted some of these donors and directly solicited monetary contributions towards the City's summer of 2021 events. Additionally, the City solicited donations for its Colusa Tourism Fund, which did not exist at the time of solicitation, and the City has yet to establish the Tourism Fund. These donations went directly into the Economic Development account of the General Fund.

In response to the lack of transparency for how much the City had received in donations, and the sources of the donations, the City developed a Donation Policy, adopted by City Council on January 18, 2022. This new policy allows City staff to better document the donations received and provides the donor the opportunity to specify the intended use of the donated funds (i.e., general fund, recreation programs, economic development, etc.). To help reduce the likelihood of a "quid pro quo" situation, or the appearance thereof, the policy states that all donations must appear on a City Council agenda, as they are received, for Council and the public to be informed of and acknowledge the donations received.

Any single donation in excess of \$15,000 requires action, including a written agreement between the donor and the City, and appearing as a discussion item on the City Council

agenda for review and approval prior to its acceptance. Single donations amounting to less than \$15,000 will appear on a Council agenda as a Staff Report item but would not require approval by Council for acceptance

City-Sponsored and Co-Sponsored Events & Tourism Policy Adoption

Following the overall outcome of the 2021 City-sponsored events, the general consensus is that a lack of transparency, protocol and adequate planning resulted in excessive spending of public funds and reduced public trust and perception. As a result, the City created and adopted Resolution 21-56 for a City-Sponsored and Co-Sponsored Events and Tourism Policy on November 2, 2021. This policy is intended for public locations and facilities under the City's jurisdiction to be safe and secure by ensuring that the use of such is consistent with state law, and reasonably balances the quality of life and responsible stewardship of the community's assets. The policy outlines the procedures for developing, organizing, and implementing City-sponsored and co-sponsored events and tourism efforts, including creation of an ad-hoc committee consisting of two City Councilmembers for each event, establishing a budget with fiscal impact and specific funding source(s) for each event and having a resolution approved by City Council in a public forum, delegating duties and responsibilities leading up to the event, and holding a post-event meeting with the ad-hoc committee to debrief on the financials, successes and challenges of each event.

FINDINGS

- F1. The Grand Jury finds that the City violated California Health and Safety Codes §113755 and §114381.1 and Colusa County EHD policies by not obtaining the required Community Event Coordinator Permits and Temporary Food Facility Permits for its summer of 2021 events. Serving food to the public without valid permits in place posed health and safety risks to the public and introduced liability to the City.
- F2. The Grand Jury finds that the City's failure to obtain food permits for three of its events resulted in a loss of revenue by the Colusa County EHD for permit fees and its staff time spent coordinating with the City for applications and payment requests.
- F3. The Grand Jury finds that the City violated Department of Alcoholic Beverage Control (ABC) licensing codes during its summer of 2021 events and had inaccurate information on the applications by severely underestimating the anticipated number of attendees for each event.
- F4. The Grand Jury finds that City staff purchased beer, wine, and hard liquor from a local grocery store using public monies withdrawn from the City's bank account. Additionally, the Grand Jury finds that the City sold and served alcohol at its Country in Colusa and Fourth of July events without valid special daily beer, wine, and liquor permits, thus violating ABC codes. These violations posed health and safety risks to the public and introduced liability to the City.

- F5. The Grand Jury finds that the City violated its Purchasing Policy by making large monetary purchases related to the City-sponsored summer of 2021 events without attempting to get at least three (3) competitive quotes for qualified items or utilizing local businesses first, staging of purchases to avoid going to City Council for pre-approval and allowing public input on such large purchases; and not having accountability for money handling and following purchasing procedures.
- F6. The Grand Jury finds that the City violated its Purchasing Policy by making non-allowable purchases using City-issued credit cards and cash, including alcohol.
- F7. The Grand Jury finds that the City violated its Credit Card Use Policy using a former City employee's credit card, which should have been deactivated upon the former employee's departure with the City.
- F8. The Grand Jury finds that the City exhibited negligence and violated multiple City, County, and State policies and procedures, which exposed the City to increased liability.
- F9. The Grand Jury finds that the City's limited staff oversight and lack of accountability resulted in excessive spending and misuse of public funds during the planning and implementation of its summer 2021 events.
- F10. The Grand Jury finds that the public dissemination of financial information was delayed by the City following the events, and records with the cost breakdowns of the expenditures and revenues generated for each event were not detailed.
- F11. The Grand Jury finds that the new City-Sponsored and Co-Sponsored Events & Tourism Policy adopted by City Council on November 2, 2021, shows a good-faith effort on behalf of the City to address previous issues with its sponsored events' planning, budgeting and accountability.
- F12. In its investigation, the Grand Jury finds that the City is understaffed in multiple departments, with some City staff fulfilling the duties and roles of multiple vacant high-level management positions, which is hindering the City's ability to operate effectively and efficiently.
- F13. The Grand Jury finds that the City was delinquent in completing its CDBG CV-1 Grant Application, which was submitted after the statewide COVID-19 restrictions had been lifted and the 2021 City-sponsored events had all occurred. Furthermore, the Grand Jury finds that the City is delayed in preparing its asset inventory list of all the equipment purchased during the summer of 2021 that was intended to assist local restaurants and businesses with outdoor operation during the COVID-19 pandemic.
- F14. It is unclear to the Grand Jury if local businesses, if any, have utilized or were made aware of the City's purchased outdoor equipment to date. Furthermore, the Grand Jury finds that the City lacks transparency and does not have a process in place for the public and local businesses to utilize and receive benefit of said equipment.

RECOMMENDATIONS

- R1. For all City-sponsored events, the Grand Jury recommends that the City confirm with the qualifying non-profit organization or alcohol vender that they have applied for and been issued a valid license from ABC (for events where alcohol is planned to be served), and that the City request a copy of such license prior to the event occurring.
- R2. For all City-sponsored events, the Grand Jury recommends that the City verify that the City has submitted an Event Coordinator Application and that all contracted food vendors have each applied for a Temporary Food Facility Permit through the County EHD, and that all the required food permits have been paid for and issued by the County EHD prior to the event occurring.
- R3. For all physical equipment the City purchased during the summer of 2021 that was intended to be available for public use, the Grand Jury recommends that the City prepare a complete asset inventory list and protocol for public borrowing of said equipment within ninety (90) days from the release of this of this Grand Jury report, to be included with its response to this report.
- R4. The Grand Jury recommends that solicitations or requests for donations are not directly made by any single City staff member or official, and that specific benefactors are not purposely targeted. Furthermore, the Grand Jury recommends that the Donation Policy and requests for solicitations are directed to the general public and accessible to the public, such as the City's website, newspaper or social media articles, to improve transparency and provide an equal opportunity for local businesses or the general public to donate to a specific event or intended use by the City.
- R5. The Grand Jury recommends that the City Manager position be a sole role so that the employee can dedicate and focus their paid time to fulfilling the duties of that position, shall meet the minimum qualifications as outlined in the job description, and shall receive training where necessary to be able to effectively fulfill all duties of that position.
- R6. The Grand Jury recommends that the City advertise, interview qualified applicants and fulfill its vacancy for the Utilities and Public Works Director position as soon as possible.
- R7. The Grand Jury recommends that the City work to improve communication and transparency between all City staff and elected officials, County staff and elected officials, and the public. Routine (annual) formal training or seminars related to public relations, the Brown Act, ethics training, and other government functions is recommended for all City staff and City elected officials by independent third-party legal services.
- R8. The Grand Jury recommends that the City Finance Director conduct training for its City existing staff or new hires who are authorized to have a City-issued credit card before the employee signs the Credit Card Form and agreement. The training is recommended to review the allowable and unallowable items and the purchasing and expense.

reimbursement procedures as outlined in the City's Purchasing Policy, Credit Card Use Policy, and any other applicable City policy

- R9 The Grand Jury recommends that the City conduct a forensic audit of all City finances within the next two years. Additionally, the Grand Jury recommends that the City consider conducting forensic audits on a bi-annual basis
- R10 The Grand Jury recommends that the City conduct a performance audit within the next two years to help determine the staffing needs of the City, as well as areas to improve efficiency and effectiveness.
- R11 The Grand Jury recommends that the City consider forming an organizational ombuds committee consisting of at least two members that can provide confidentiality, impartial problem-solving, conflict management, and other human-resources related services for City staff.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05

Responses are required from the following governing bodies

- City Council must respond to the following findings and recommendations:
 - Findings F1 through F14
 - Recommendations R1 through R7, R9, R10 and R11

INVITED RESPONSES

Responses are invited from the following individuals

- City Manager is invited to respond to the following findings and recommendations:
 - Findings F1 through F14
 - Recommendations R1 through R7, R9, R10 and R11
- City Finance Director is invited to respond to the following findings and recommendations:
 - Findings F5 through F11, F13 and F14
 - Recommendations R3, R7 through R11
- City Treasurer is invited to respond to the following findings and recommendations:
 - Findings F5 through F11, F13 and F14
 - Recommendations R3, R7, R8, R9 and R11

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 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

DISCLAIMER

This report on the City of Colusa is issued by the full 2021-2022 Grand Jury with the exception of three (3) jurors who recused themselves of this investigation. These three (3) Grand Jurors were excluded from all parts of the investigation, including interviews, deliberations and the authoring and acceptance of this report

COUNTY OF COLUSA CHILD WELFARE SERVICES UNIT

SUMMARY

The Colusa County Grand Jury was prompted to conduct this investigation of the County of Colusa Child Welfare Services Unit (formerly Child Protective Services) after receiving seven (7) written complaints about procedures around the family reunification process. The Child Welfare Services Unit falls under the umbrella of Colusa County Social Services.

The mission statement of the Colusa County Social Services reads:

Our mission is to preserve and strengthen families by providing them with high quality, timely and effective assistance and support so that they may live in safe and nurturing homes. We will completely and thoroughly gather pertinent information to determine when individuals are not safe from abuse or neglect. We will implement and follow through with a plan to provide those who are not safe from abuse or neglect with homes that are safe, nurturing and permanent. We will treat individuals and families with respect and dignity at all times.

Shortly after beginning our investigation, the Grand Jury confirmed that all court records and Child Welfare Services records are confidential and cannot be accessed by the Grand Jury (People vs Superior Court, 107 Cal. App 4th 488 [2003]). While the Grand Jury investigation identified alleged gaps in what we understand the family reunification process to be, our lack of access to any court and caseworker records could not corroborate whether the alleged gaps are in fact true.

The Grand Jury steered this investigation to the policies and procedures of the Child Welfare Services Unit. In its research and interviews with the complainants and County administration, the Grand Jury has identified a few opportunities that we believe may help to improve transparency within the County Child Welfare Services Unit. Additionally, the Grand Jury finds that further review and investigation by the District Attorney of the subject case referenced in the written complaints is warranted.

BACKGROUND

All California counties were required by statute to implement by January of 2017 a new, unified, family-friendly and child-centered approval process for all caregivers, called the Resource Family Approval (RFA). The RFA was designed to replace existing multiple processes, eliminate duplication, and increase approval standards by incorporating a comprehensive permanency assessment of all families that want to provide care to a child, including relative care, foster care, adoption or legal guardianship of a child (Resource Family Approval Program, <https://www.cdss.ca.gov/inforesources/resource-family-approval-program>).

As provided by its administration, the Colusa County Social Services submitted their plan in September of 2016, with full implementation by January 1, 2017. The most current version of

the RFA is available online (<https://www.cdss.ca.gov/inforesources/resource-family-approval-program>) There is an RFA Program Administrator within the Child Welfare Services Unit.

The Grand Jury interviewed five (5) people, including four (4) of the complainants and the administration from Child Welfare Services

Different interview questions for the four complainants were developed by the Grand Jury based on the allegations in the formal complaints

Because of the confidentiality required by the Grand Jury (California Penal Code §924 1), Grand Jury members interviewing the Administration were limited to developing and asking questions pertaining to the Colusa Child Welfare Services' policies and procedures.

METHODOLOGY

During its investigation, the Grand Jury reviewed numerous documents and websites, including:

- California Child Welfare Indicators Project (CCWIP)
- California Department of Social Services Kinship Care and Foster Care
- California Department of Social Services Resource Family Approval Program
- Center for Families, Children and Courts
- Court of Appeal, Fifth District, California, The PEOPLE, Plaintiff and Appellant, vs Superior Court of Tulare County, Defendant and Respondent
- Welfare and Institutions Code Division 2. Children (100-1500) Part 1
- State of California – Health and Human Services Agency – Annual County Training Plan
- Colusa County Department of Health and Human Services – Agency Training Policy
- Colusa County Department of Health and Human Services – Emergency Response Procedures
- County of Colusa Social Worker I – IV Job Descriptions
- State of California Suspected Child Abuse Report BCIA 8572 (Rev 04-2017)
- Superior Court, County of Colusa Detention Report (Juvenile)
- Judicial Council of California Families and Children (CFCC)
(<https://www.courts.ca.gov/programs-cfcc.htm>)
- California Child and Family Services Review
- Printed Colusa County Resource Family Approval Packet
- California Department of Social Services Policy and Procedure Manual
(<https://cdss.ca.gov/inforesources/cdss-regulations-home-page>)

Each interview was conducted in a private, confidential setting with three (3) to six (6) Grand Jurors present. Interview questions were developed as a starting point, understanding that as the interview proceeded, additional questions would be necessary

One (1) Grand Juror conducted the interview, with acknowledgement and agreement by the interviewee that the interview would be recorded. Other Grand Jury members were free to ask additional questions and/or pursue clarification of previously asked questions

Informational Brochures supplied by the Colusa County Child Welfare Services (English and/or Spanish versions available)

1. The California Victim Compensation Board (CalVCB) (rev 9-19-2019): This brochure covers how to contact CalVCB. It offers guidance if you have been a victim of a crime www.victimscb.ca.gov. Phone (800) 777-9229
2. The Safely Surrendered Baby Law (Spanish version available) (Pub 400C (06/17): This brochure provides information about how and where women can give up or surrender a baby www.babysafe.ca.gov (Note: this website redirects you to the Community Care Licensing Division) Phone: (877) 222-9723
3. As a Native American, We Are All Connected brochure: (no edition date) Guide for parents, grandparents and care givers on helping children thrive. (Futures Without Violence, <https://www.futureswithoutviolence.org/>).
4. Ombudsman for Foster Care. (edition PUB 339 07/13). This brochure provides a foster care help line, that accepts complaints, or concerns about the care, treatment or services provided to children and youth in foster care (www.fosteryouthhelp.ca.gov) Phone (877) 846-1602
5. Operation Protect Veterans (No edition): An AARP veterans scam alert brochure. It highlights how scammers can target veterans (Note: the website <http://AARP.org/fraudwatchnetwork.com> redirects you to the main page of the AARP® Official Site) Phone: (877) 908-3360
6. Maternal Child and Adolescent Program (MCAH) (no edition date): This is the Pregnancy Resources brochure for Colusa, Yuba, Sutter, Butte and Yolo counties. The back page is about FIRST 5 for new mothers and families and offers food programs, parenting classes, etc. (Family Action Centers of Colusa County - FACC, Arbuckle, www.afackids.org), (FACC, Williams, www.wfackids.org). (Note: FIRST 5 website domain listed in the brochure does not exist, www.first5colusakids.org).
7. Casa de Esperanza, The House of Hope (no edition date) This is a Spanish domestic violence brochure with contact information and shelter options. Phone: (888) 874-2040
8. A Woman's Friend (no edition). This brochure offers pregnancy resources to women with questions about their pregnancy (A Woman's Friend Pregnancy Resource Clinic, <https://awomansfriend.org>). The 24-hour hotline: (530) 741-0556

9. Colusa County Department of Health and Human Services (no edition date): This brochure offers a brief overview of the services Colusa County Department of Health and Human Services offers (Note: Directory of Management on last page is outdated. People listed are no longer employees of this department).
10. CA Covid-19 Rent Relief (no edition date): A one page flyer providing resources about rent and utility relief due to Covid-19. www.housingiskey.com (Note: Website is inaccurately published on the brochure). Phone: (833) 430-2122
11. Safe Sleep for your baby (NIH Pub No 18-HD-5759/ April 2018): This is a public service announcement targeting new mothers on Sudden Infant Death Syndrome (SIDS) and other sleep-related causes of infant death. (<https://safetosleep.nichd.nih.gov/>). Phone. (800) 505-2742
12. Car Safety Seat Law: This is an advisory brochure informing the general public about changes in the car seat law. (Child Passenger Safety (CPS) in California, [https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/SACB/Pages/ChildPassengerSafety\(CPS\)InCalifornia.aspx](https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/SACB/Pages/ChildPassengerSafety(CPS)InCalifornia.aspx)).
13. Futures Without Violence (edition 2016). This is a brochure that offers suggestions on how to support a child healing from trauma. (<http://www.futureswithoutviolence.org/>)
14. Family Action Centers of Colusa County (No Edition Date): A contact card for Programs and Services offered in neighboring communities in the County. (www.afackids.org), Phone: (530) 476-0822
15. Rights under Adult Protective Services (04/21). This brochure covers the rights afforded to an individual in the care of Adult Protective Services (APS). If you believe your rights have been violated, you can call (800) 884-1684.
16. A Healthy Habit (No Edition Date): A healthy eating and portion control brochure. (www.thelearningzone.com) Phone. (888) 455-7003. (Note: The website and phone number listed redirect you to a different company)
17. Car Seat Safety (2017): A brochure for the installation and use of car seats for multiple ages and weights (www.noodlesoup.com). (Note: Website listed on the brochure does not appear to be related to the Car Seat Safety Program) Phone: (216) 888-7177. (Note: Phone number listed on brochure is no longer valid).
18. Program of Victims and Witnesses (2016). This Spanish brochure had no English version available. It is about the rights of people who testify in court. (Note: Address listed is the District Attorney's old address)
19. In Home Support Services (Edition 12/06): This brochure identifies who is eligible for in-home services, explains what financial need is according to the state, how to apply for in-home supportive services and what the application process entails

20. Do I Need a Booster Seat? (No edition date) A list of yes/no questions to help you to determine if you need a booster seat. (www.kidsplates.org) (Note: The link listed in the brochure does not appear to be valid or working properly).
21. California Office of Traffic Safety (No Edition date): An informational brochure explaining many of the laws intended to keep children safe in a vehicle (www.safecar.gov/cpsApp/cps/index.html).
22. Colusa County Multi-Disciplinary Interview Center. (M.D.I C) (No Edition Date) This brochure describes how MDIC works and what to expect from an interview concerning allegations of child abuse (Note: The District Attorney's address is listed incorrectly).

DISCUSSION

Complainant Interviews

All interview questions were developed by the Grand Jurors and were specific to the issues outlined in each interviewee complaint. As necessary, delving deeper into the subject matter as questions were answered was done with all complainants.

All complainants interviewed had commonality of concerns, including delays in the family reunification process, lack of communication around family roles and rights, lack of follow-through with pre-determined outcomes on the part of Child Welfare Services, and lack of compassion and poor listening skills by Child Welfare Services staff.

While the Grand Jury understood and adhered to the confidentiality guaranteed to minors, we were unable to access and view records pertaining to individual cases to validate any of the complainants' statements.

Due to legal limitations, the Colusa County Grand Jury acknowledged that further investigation into this matter would need to be turned over to the District Attorney.

After a comprehensive investigation, the Colusa County District Attorney's office did not identify any criminal activity or crimes committed by the Colusa County Office of Child Welfare Services.

Administration Interview

While there does not appear to be a Policy and Procedure Manual specific to Colusa County Child Welfare Services, there is a California Department of Social Services Policy and Procedure Manual that is used (<https://cdss.ca.gov/inforesources/cdss-regulations-home-page>).

Funding for Child Welfare Services comes from the County Department of Social Services. There is also state and federal funding available for Child Welfare Services. State and federal monies flow to the mandated programs.

Child Welfare Services has working relationships with other agencies in Colusa County, such as Colusa Head Start, Colusa Family Resource Center, and Women, Infants and Children (WIC) (not all inclusive).

Metrics

Metrics for Colusa County are captured through the California Child Welfare Indicators Project (CCWIP) (<https://ccwip.berkeley.edu/>). The CCWIP is a collaborative venture between the University of California at Berkeley (UCB) and the California Department of Social Services (CDSS). The project is housed in the School of Social Welfare (UCB) and provides agency staff, policymakers, researchers, and the public with access to critical outcome information on California's Child Welfare system.

Masking of the data is to protect the privacy of individuals served by the CDSS. Values of 10 or less and calculations based on values of 10 or less are masked ('M' or '*'). In stratified views of the data, additional values (the lowest available) are masked to prevent calculation of values of 10 or less.

As seen on the CCWIP site, there are reports of various topics, including number of referrals received, investigation rates, substantiation rates and entry rates.

All the data used by CCWIP are extracted from the Colusa County Child Welfare Services Case Management System (CWS\CMS). This is the database used for all referrals and cases for child welfare. Therefore, no additional reporting is required to the State for creation of the metrics. All non-confidential data contained in this database are available to the public.

A variety of other reports to the State are typically aggregate data with no case-specific information. These reports would be Emergency Child Bridge Program, Applications for Dual Agency Rates, youth emancipating from foster care; and one regarding Resource Family Application data. Most are due quarterly to the State. The State compiles annual reports, some of which can be found by visiting California Child Welfare Indicators Project (CCWIP) (<https://ccwip.berkeley.edu/>).

The California Child and Family Services Review also has several measurements and thresholds that are assessed. These reports are also available on the CCWIP [site](https://ccwip.berkeley.edu/) (<https://ccwip.berkeley.edu/>). As previously mentioned, some of these data may be masked due to confidentiality.

The Colusa County Social Services Administration has quarterly calls with the assigned consultant from the State to review the County's performance on these measures. Performance on the measures and/or underperformance of the measures are used by counties to create their County self-assessment and system improvement plans.

Audits

Random case audits are conducted by two different entities: the California Judicial Council and the State Child Family Services. The California Judicial Council will randomly pull cases from the Court. Their role is to review court records for proper notices and ensure

Implement a governance policy to routinely review and update printed materials as necessary to provide accurate information to the public.

- R2 The Grand Jury recommends the Colusa County Child Welfare Services Unit publish on their website the Social Services unmasked (non-confidential) key metrics that are currently found in the CCWIP and other reporting sites to the public
- R3 The Grand Jury recommends that the Social Services Unit develop a quality assurance process that conducts additional internal, independent audits by Social Services management with a focus on Resource Family Reunification cases
- R4 The Grand Jury recommends the Colusa County Child Welfare Services Unit review current training policy and consult with the Colusa County Human Resources Department to develop and implement communication and listening skills training for all Child Welfare Services staff
- R5. The Grand Jury recommends that by December 31, 2022, the RFA Program Administrator develop a comprehensive Resource Family Reunification process that can readily be shared with interested parties and that includes the following.
 - Introduction and explanation of the Resource Family Reunification program
 - Provide a complete packet of the Resource Family Reunification Act, all forms needing to be completed, including instructions and relevant brochures (i.e., "Caregivers and the Courts;" County of Colusa Health and Human Services brochure; Foster Youth Mental Health Bill of Rights, Important Information for Caregivers, Foster Care Ombudsman).
 - Implement a governance policy to ensure all processes are followed and adhered to (e.g., completing forms), and that provides continual feedback and active engagement and transparency with RFA applicants throughout the reunification process
- R6. The Grand Jury recommends that the Child Welfare Services Unit administrator develop and implement annual reporting that summarizes Colusa County's family reunification metrics. Report distribution shall include Health and Human Services administration and the Colusa County Board of Supervisors

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05:

From the following individual

- Social Services Program Manager, Colusa County Health and Human Services
 - Findings F1 through F5
 - Recommendations R1 through R6

procedures have been followed. Results of the case audits are confidential and not available to the public or the Grand Jury.

The State Child Family Services conducts a quarterly review of two random cases. This State agency looks not only at the court documents, but at the procedural areas to ensure Child Welfare Services has followed all procedures. Results from these random audits are not available to the public or the Grand Jury.

Training and Job Descriptions

Job descriptions for all Social Workers are clearly defined and outline educational requirements, skills and competencies needed for the various Social Worker positions.

The Colusa County Department of Health and Human Services has a training policy (Policy Number 1013). The most current training policy was revised on August 17, 2020. The training policy defines what training classes are required based on job title within the Department of Health and Human Services.

The State of California provides an annual County Training Plan (Gen 1031 [4-21]) that all California counties must adhere to.

FINDINGS

- F1. The Grand Jury finds that the Colusa County Child Welfare Services Unit has printed materials available to the public in their lobby that are outdated, some with invalid phone numbers and/or websites.
- F2. While the Colusa County Social Services Unit has metrics available, there are multiple sites and repositories to research. Unless familiar with the Social Services structure, most individuals would find it challenging to locate and understand the metrics.
- F3. While independent random audits of the Colusa County Child Welfare Services Unit are conducted by the California Judicial Council and the State Child Family Services, the Grand Jury finds that the audits are a small sample size and lack appropriate frequency.
- F4. While training policies are in place at the County and State level, the Grand Jury finds that there are opportunities for some additional Child Welfare Services staff training.
- F5. While the RFA process has been implemented, the Grand Jury finds that there are opportunities for the Child Welfare Services RFA Program administration to improve the understanding and requirements for those interested in the RFA process.

RECOMMENDATIONS

- R1. The Grand Jury recommends the Colusa County Child Welfare Services Unit review all printed brochure materials and update as appropriate to ensure individuals seeking information have accurate and current websites, phone numbers and addresses.

INVITED RESPONSES

The following responses are invited from the following individual

- Director & Public Guardian, Colusa County Health and Human Services
 - Findings F1 through F5
 - Recommendations R1 through R6

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 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.

DISCLAIMER

This report on the Colusa County Child Welfare Services Unit is issued by the full 2021-2022 Grand Jury with the exception of three (3) jurors who recused themselves of this investigation. These three (3) Grand Jurors were excluded from all parts of the investigation, including interviews, deliberations and the authoring and acceptance of this report.

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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 February 14, 2022. 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. However, the Jail is outdated and the linear layout of the facility poses many safety risks to both inmates and staff. The Grand Jury has prepared this report summarizing the findings of our Jail inspection and recommendations, which includes improvements to its food and recreational and educational programs for inmates.

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 an average of 92 inmates, and the inmate population at the time of our inspection was 61. The Jail was built in 1962, and it is the second oldest operating jail in Northern California. The linear layout of the Jail is not up to current detention facility standards and creates safety risks to inmates and Jail staff. Colusa County Jail administrative staff (Jail administration) are hoping to break ground on the new jail facility in summer of 2022.

METHODOLOGY

Information for this investigation was sourced from the following:

- Grand Jury Committee tour of the Jail facility
- One (1) interview with the County's Jail administration
- Interviews with one (1) male inmate, one (1) female inmate and one (1) Jail Correctional Officer
- 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 administration
- Colusa County website (www.countyofcolusa.org)
- American Correctional Association (<https://www.aca.org/>)

- California Grand Jurors Association (<https://cgja.org/>)
- Title XV operating standards
- Colusa County Grand Jury Procedures Manual

DISCUSSION

Pre-Inspection Interview

On December 7, 2021, the Grand Jury members and Jail administration held an introductory meeting. The meeting served to acquaint the Grand Jury with the overall custodial responsibilities of the Jail. At the time of the meeting, there were 61 male inmates and seven (7) female inmates. The Jail was also holding five (5) federal inmates.

During the pre-inspection interview, it was identified that the majority of complaints made by the Jail inmates were regarding the food. Therefore, the Grand Jury opted to include the food facilities in the jail inspection.

Grand Jury Jail Inspection

On February 14, 2022, the Grand Jury conducted an inspection of the Jail. The inspection included touring the Jail's kitchen and food storage area, recreation area, educational programming rooms, medical office, laundry, and the Jail staff breakroom and commissary storeroom, and booking/intake area facilities.

Meal Program and Food Facilities

Since 2019, the Jail has used Trinity Services Group, Inc. (Trinity) as its contracted food supplier; after Jail staff received multiple complaints from inmates about the food that was being provided by the former contracted food supplier. Trinity creates a four-week meal plan for breakfast, lunch and dinner, and each meal costs approximately \$2.70. The inmates are each provided one hot meal per day, which is usually dinner. However, each inmate can occasionally receive two hot meals per day (e.g., oatmeal for breakfast). Inmates work with Trinity Chefs to prepare all meals. Inmates that have special dietary requirements (e.g., religion, health, or pregnancy) are given meals that reflect those diets. Meal planning and preparation are collaborative efforts between the Nursing staff, Jail administration and the Trinity Services Chefs.

Recreation Program

The recreation section of the Jail is a small, square courtyard entirely surfaced with asphalt. The Jail is required to provide three (3) hours of recreation time per week, but it does provide recreation time each day. Each inmate is offered a specific time, although exceptions can be requested (e.g., take recreation at a later time). According to Jail staff, inmates often choose not to partake in recreation time. Certain activities have been banned (e.g., basketball), as the activities pose a liability to the Jail due to past inmate injuries.

Education Program

There are two (2) rooms that serve as the educational programming component to the Jail. One room serves as a classroom and the other room serves as the library. Inmates are offered art therapy and educational programming in the classroom and are able to check out books for reading from the library. These offerings are contingent on good behavior, as they are considered privileges. Due to the COVID-19 pandemic, adjustments were made to still provide these offerings. For example, workbooks were provided to inmates and the former Jail teacher would grade them remotely. The Jail administration also closed the library for in-person use, so they used two (2) book carts and added the more popular books to them and handed them out to inmates cell-by-cell.

The educational programming has been on hold because the teacher resigned during the COVID-19 pandemic. At the time of the Jail inspection, Jail administration had just initiated the recruitment search for a new teacher.

Medical Services

The Jail is contracted with WellPath® for onsite medical health care services. There is currently one (1) nurse working from 8:00 a.m. to 4:00 p.m. Monday through Friday, and one (1) nurse covering six (6) hours on Saturdays and Sundays. Nursing staff have an on-call doctor available for consultation and medical directives. 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 or emergencies pose great risk (e.g., an overdose), 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. At the time of our inspection, there were no Colusa County Behavioral Health Specialists on-call for the Jail.

Due to the COVID-19 pandemic, all Jail staff are required to wear face masks while inside the Jail cell wings, but inmates are not required to wear face coverings. Unvaccinated staff are required to receive testing weekly and their body temperatures are checked daily.

Inmates are not required to be vaccinated, though they are encouraged to do so. New inmates are separated from the general population to make sure they do not have or develop symptoms of COVID-19. From the start of the pandemic to the date of our inspection, the Jail only had three (3) positive COVID-19 cases. All infected inmates are separated from the general population and kept in their own cell until they test negative.

To ensure cleanliness, the Jail provides inmate workers with bleach spray bottles and mops to sanitize and clean surfaces. The Jail is contracted with Clark Pest Control to utilize their Clark EssentialClean™ disinfecting service where they periodically come inside to give the interior of the Jail a deep sanitation.

Ongoing Safety and Maintenance Issues

The Jail administration are proud of their jail, though the facilities are aging and reported to have numerous, ongoing maintenance issues.

Jail Inmate Interviews

Two inmates, one (1) male and one (1) female, were selected at random by the Jail administration and were interviewed by the Grand Jury during the February 14, 2022 inspection. Both inmates were asked the same questions developed by the Grand Jurors. Both inmates reported that they feel safe being in this Jail, and express that the Jail administration and Correctional staff, Nursing staff and Food Service staff are pleasant. However, both inmates complained about the lack of variety and quality of the food.

Most inmates will supplement their standard meals and basic necessities (i.e., toiletries) with items from the commissary. The inmates indicated that they wish the commissary company the Jail partners with would be better at replenishing its stock, as the inmates reported the commissary is often out of items.

The interviewed male inmate indicated that it is not easy for inmates to get a job in the Jail while incarcerated. Job opportunities must be earned with good behavior. Job opportunities include, but are not limited to, doing the laundry, preparing the bleach spray bottles and mop buckets for the Jail to use for cleaning and sanitizing purposes, assisting in meal preparation, and grounds keeping.

The interviewed inmates indicated that the outdoor recreation yard is too small and the activities available to inmates are very limited.

There are currently no academic options available to the inmates right now due to vacancy of the Jail teacher position and COVID-19 safety protocols. The interviewed inmates have expressed the desire to have academic programs offered to assist them in attaining a General Educational Development (GED) test. Additionally, the inmates would like to have behavioral health programs available to them.

Jail Staff Interview

One (1) Jail Correctional Officer was selected at random by the Jail administration and interviewed by the Grand Jury during the February 14, 2022 inspection. The Officer reported to enjoy their employment at the Jail and the challenges it presents. They view these challenges as a motivator to grow personally. The Officer said they felt supported working at the Jail, and they believe the Jail administration is proactive in obtaining new equipment/resources. Additionally, the Officer reported that the Jail administration is receptive to feedback, updates outdated practices, and effectively adapts to new situations.

Planned Upgrades to the Current Jail Facility

A full-body scanner is one of the newest technological devices which can improve the safety for Jail administration, staff and inmates. Similar to the full-body scanners found at airport Transportation and Security Administration checkpoints, the Jail's scanner will scan new inmates during the booking process. The goal is to catch any smuggled weapons and contraband (e.g., drugs) that may have evaded initial searches. At the time of the Grand

Jury's inspection, the full-body scanner was due to arrive at the Jail in March 2022. The full-body scanner was installed in April 2022

Proposed New Jail Facility and Status

The status of the new Colusa County Jail, which is planned to be built directly behind the current Jail, is still pending. The new jail is planned to have a total of 96 beds, with a cell layout that will conform to current detention facility standards.

The latest cost estimate to build the new jail is approximately \$25 million dollars. This is a \$5.2 million dollar increase above the original 2015 estimate. This increase is due to project delays and the current market conditions for building supplies. The County is waiting for final approval from the State of California to move forward with the groundbreaking of the new County jail facility, which the County anticipates will begin in the summer of 2022. While Colusa County awaits final approval from the State, the County staff checks in every six (6) months with contracted bidders to verify their continued interest and commitment in building the new jail.

FINDINGS

- F1 The Grand Jury finds that while the Jail is currently functional, the Jail facility is outdated and does not meet current correctional facility standards due to its linear design layout, which poses safety risks to Jail inmates and staff.
- F2 The Grand Jury finds that the Jail is in compliance with its annual inspections and maintains a safety plan for all Jail staff and inmates.
- F3 The Grand Jury finds the inmates are not satisfied with the variety and quality of the meal program offered by Trinity Services Group, Inc.
- F4 The Grand Jury finds that the Jail commissary is often out-of-stock on many items.
- F5 The Grand Jury finds that the Jail lacks substantive educational offerings to the inmates.
- F6 The Grand Jury finds that the COVID-19 pandemic has impacted the Jail's staffing, creating vacancies that have hindered its educational programming.

RECOMMENDATIONS

- R1 The Grand Jury recommends that the County of Colusa continue to move forward diligently with its existing plan of constructing a new, modern jail facility that incorporates up-to-date safety and inmate management features.
- R2 The Grand Jury recommends that additional surveillance equipment be installed at the current Jail to help improve security and safety.

- R3. The Grand Jury recommends the Jail invest more resources into its educational programming and fulfill its Jail teacher vacancy as soon as possible.
- R4. The Grand Jury recommends the Jail conduct an annual review of contracted food vendors and also solicit feedback from Jail inmates.
- R5. To help improve transparency, the Grand Jury recommends that Colusa County Jail administration provide semi-annual updates to the Colusa County Board of Supervisors regarding the status of the new jail facility

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
 - Findings F1 through F6
 - Recommendations R1 through R5
- Colusa County Board of Supervisors
 - Finding F1
 - Recommendations R1 and R5

INVITED RESPONSES

The following responses are invited from the following individual.

- Lieutenant – Correctional Services, Colusa County Sheriff's Department
 - Findings F1 through F6
 - Recommendations R1 through R5

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 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.

DISCLAIMER

This report on the Inspection of the Colusa County Jail is issued by the full 2021-2022 Grand Jury with no recusals for this investigation

INSPECTION OF THE TRI-COUNTY JUVENILE REHABILITATION FACILITY AND MAXINE SINGER YOUTH GUIDANCE CENTER

SUMMARY

On March 31, 2022, four (4) members of the Colusa County Grand Jury (Grand Jury) conducted their annual inspection of the Tri-County Juvenile Rehabilitation Facility (Juvenile Hall) and the Maxine Singer Youth Guidance Center (Camp Singer), collectively referred to herein as the Facility or Facilities. Both facilities are located on the same grounds at 1023 14th Street, Marysville, California, and both serve as the primary sites for housing Colusa County Youth Offenders (Youth). The Grand Jurors were given a thorough tour of the Facilities and had the opportunity to interview the Facility administration and staff, as well as two (2) youths. The Grand Jury finds that the facilities are running adequately despite their age and the staffing challenges it currently faces.

BACKGROUND

Section 919 (b) of the California Penal Code mandates that the Grand Jury inquire into the conditions of any public prison within the county. Since Colusa County sends their juvenile offenders to the Facilities located in Yuba County, the Grand Jury feels an obligation to ensure the safety and security of our County youth. Four (4) members of the Grand Jury completed an in-depth inspection of the Facilities on March 31, 2022.

METHODOLOGY

Information for this investigation was sourced from the following:

- The Grand Jury's inspection of the Juvenile Hall and Camp Singer
- Interviews with facility administration and staff
- Interviews from two (2) youths from the Juvenile Hall
- Research on data concerning services, including contracted services
- Review of past Colusa County Grand Jury reports
- Sutter County website (www.suttercounty.org)
- Colusa County website (www.countyofcolusa.org/)
- The Victor Organization (<https://www.victor.org/>)
- The California Board of State and Community Corrections (BSCC) Juvenile Hall regulations
- Tri- County Rehabilitation Faculty Orientation Manual
- Colusa County Grand Jury Procedures Manual

OVERVIEW OF THE FACILITIES

These Facilities are shared and funded by three local counties: Colusa County, Sutter County and Yuba County (Tri-Counties)

These Facilities house youths between the ages of 14-19 years old. The Juvenile Hall and Camp Singer each have a rated capacity of 60 youths. The Juvenile Hall holds youths from Yuba, Sutter and Colusa Counties only, while Camp Singer holds youths from eight (8) different surrounding counties. At the time of our inspection, the Juvenile Hall housed nine (9) males and zero (0) females, with one (1) youth from Colusa County. At the time of our inspection, Camp Singer housed five (5) males and two (2) females, none of whom were from Colusa County.

Staffing of the Facilities

The primary roles of Facility staff are to mentor, guide and support youth while maintaining enforcement of safety and security. Facility staff are trained on Title 15 regulations and requirements. Facility Supervisors must receive 40 hours of training and JCOs receive 24 hours of training annually.

Currently, there are 18 Juvenile Correction Officers (JCO's) employed at the Juvenile Hall and 14 JCO's employed at Camp Singer, for a total of 32 Facility staff. Facility staff reported that the staffing levels tend to fluctuate significantly due to a historically high turnover rate. Currently, the Facility is short several female JCO's. State requirements mandate eight (8) female JCO staff with at least one on duty for all shifts when there are female youths being held at the Facility. The JCO's work 12-hour shifts to provide continuous supervision. During the day when the youth are awake, the staff ratio is one (1) JCO to ten (10) youth. When the youth are asleep, the staff ratio is one (1) JCO to 30 youth.

Medical Services

Medical staff are available for the youth at both facilities and is provided by a third-party contractor, Wellpath®, based in Tennessee. Medical services include psychological, pharmaceutical, and physical. Minor medical needs are addressed on site. In the event a youth requires hospital treatment, staff will transport a youth to Rideout Memorial Hospital in Marysville. In serious cases, the youth will be transported to the hospital by ambulance.

Seven days a week a registered nurse is on-site during the day, and a Yuba County Jail Licensed Vocational Nurse (LVN) is on-site at night. A Wellpath® doctor is available five (5) days a week and on-call outside normal working hours. The doctor will speak with on-site health care staff every week to discuss any issues.

There are two (2) therapists from Yuba/Sutter County on staff, and one (1) therapist from Colusa County on-call that provides services six (6) days a week.

Kitchen and Dining Hall

There is one (1) dining hall servicing both Facilities, which is staffed by four (4) full-time and three (3) part-time employees. The kitchen area is small but functional. The kitchen is attached to the dining hall with a total capacity of 64. Youth receive five (5) meals per day (breakfast, lunch, dinner, and two (2) snacks). All meals are made from scratch by Juvenile kitchen staff, and all three (3) main meals are served hot. Meals are served separately for Juvenile Hall and Camp Singer youth. The Juvenile kitchen staff provides a variety of multi-cultural cuisine for youth and are highly receptive to their feedback. The Juvenile Kitchen staff have also implemented a weekly "Tasting Tuesdays" where youths are offered to try new menu options.

Recreation Area

The Juvenile Hall has a blacktop area in front of its classrooms that youths can use for recreation.

The Camp Singer facility has a large indoor recreation building which contains a full-sized basketball court, workout equipment, and ping-pong table. Adjacent to the recreation building is an outdoor recreation field.

Laundry Facilities

Camp Singer houses the laundry unit for the Facility. Camp Singer youth do all the laundry for the Facility. In addition, the Camp Singer youth are responsible for laundering the blankets and bedding for the local homeless shelter in Marysville.

DISCUSSION

On March 31, 2022, four (4) Colusa County Grand Jurors conducted an inspection of the Juvenile Hall and Camp Singer. Juvenile administration served as our inspection guides and shared with jurors the various areas of both Facilities. Below is an overview of the Grand Jury's inspection of both Facilities.

Juvenile Hall Inspection

Housing Units

The facility consists of 45 beds, but the linear layout of the beds is not Title XXIV compliant. The linear layout is outdated and is considered unsafe for both youths and Facility staff.

Youths are paired based on age and compatibility. Facility administration is receptive to feedback and works quickly to accommodate requests.

Facility administration operates and approaches interactions with youths with a focus on reducing triggers that can lead to increased stress, anxiety, or hostility. For example, shower curtains were added to the shower area to provide privacy for youths.

Juvenile Hall Processing

The Juvenile Hall holds youths who have been arrested and suspected of being involved in a crime. If not released to parental custody, they are held at the Juvenile Hall until they have their trial.

Due to COVID-19, all new youths are tested outside of Juvenile Hall before being processed. There is also a quarantine unit to hold youths before being introduced with the rest of the youth population. Once processed, youths will be seen by a medical professional within 96 hours for a medical assessment. The youth may also be evaluated by Behavioral Health staff, if needed.

Family Tree Center

After being processed, youths are taken to the Family Tree Center (Family Tree) where they meet with an onsite advocate (not a lawyer or counselor). The advocate assesses the needs of each youth (e.g., dental care, medical care and mental health) and is always willing to receive any requests or inquire the youth may make. If youth stay past 30 consecutive days, Family Tree will work with the youth's probation officer to meet the youth offenders' criminogenic needs. This is a multidisciplinary approach that promotes the positives and strengths each youth possesses, by pinpointing the triggers (both positive and negative) the youths may have. The goal is to find the best plan and future for each youth.

Parental support is an integral part of this multidisciplinary approach. Family Tree helps parents understand the complexities of the juvenile justice system and brings them up to speed on the "new" child that is being shaped in Juvenile Hall. Family Tree conducts group parental meetings every two weeks. Due to COVID-19, these meetings are currently held virtually over Zoom. For parents who may not have access to Zoom, Family Tree will make accommodations to meet with them in-person.

Each youth is allowed two (2) hours of visitation time weekly. The visiting week begins on Saturdays and ends on Fridays. There is a limit of six (6) reservations per session. Visits are made by appointment only and parents can schedule visits up to one (1) week in advance. Visiting is conducted in the Juvenile Hall's Central Day Room. Youths are able to use the in-house phone system where they can receive pre-approved calls from their parents, guardians or probation officer. The youth appointed probation officer is the person who approves the call list.

Community partners that support Family Tree include the Hall to Home Program and the NEXT (gang prevention) Program, both in partnership with the Yuba County Office of Education (YCOE).

The Juvenile Hall implements its Positive Behavioral Interventions and Supports (PBIS) Program. Good behavior is rewarded and is incentivized using a score card where youths can earn credits they can use for the Juvenile Hall's commissary.

Educational Programs

While in Juvenile Hall, youths are required to attend school. The Facility coordinates the required curriculum with on-site teachers. The Juvenile Facility has two (2) portable classrooms that the youth use to attend school. Only one (1) classroom is currently being used due to the low youth population.

Juvenile Hall Youth Interviews

The youth interviews were conducted during the inspection of the Juvenile Hall. Facility administration randomly selected two (2) youths for the Grand Jury to interview. Each youth was read the Grand Jury's admonishment but were not required to sign the document since they are minors.

Each youth interviewed stated they are treated well, and the grievance process is fair. The youths had no complaints about the food served at the Facility. The youth interviewees also described their participation in school and how they have the opportunity to earn their high school diploma.

New Juvenile Hall Update

The Tri-Counties currently have a new \$20M, 45-bed Juvenile Hall facility under construction directly across the street from the existing facility. Planning for the new Juvenile Hall began in 2014 and groundbreaking began in 2020. The new Juvenile Hall will be Title XXIV compliant and will not follow a linear design. It will also offer two (2) yards for recreation. Construction stopped in July 2021 for various reasons, including supply chain issues caused by the COVID-19 pandemic and Fire Marshall permitting. To date, only the foundation of the new Juvenile Hall has been built. Facility administration anticipates that construction should resume by summer of 2022.

Camp Singer Inspection

Camp Singer is a 365-day court commitment program for youths aged 14 – 19 who have been convicted of crimes. Camp Singer's goal is to promote youth development and achievements and reduce maladaptive behaviors. They do this through a highly-structured environment that exposes them to new opportunities and experiences and community outreach/engagement. Each youth's needs are assessed before entering Camp Singer, and behavioral health services are provided Monday through Saturday. Camp Singer is merit-based, where youths can earn credits for doing well in school and programs that can be applied to sentence reductions.

Housing Units

Camp Singer contains one (1) main housing building that contains two (2) identical open concept dormitory wings that can house 30 beds each, for a total of 60 beds. Each side contains its own restroom facilities, phones and common room spaces to relax or take art classes. Adjacent to the main housing building there is a housing unit specifically

designated for female youths. At the time of our inspection, the female youth population was small, so Facility administration was using one of the main dormitory wings to house the female population

The female housing unit is being used by Camp Singer youths who require supervised alone time from other Camp Singer youths to decompress if they are experiencing emotional episodes brought on by past traumas.

Educational Programs

An education program is required for Camp Singer youth. There are two (2) classrooms onsite that are attached to the Arena. One (1) classroom is for instruction, and the other classroom has been converted into a library and music room. As an alternative to earning a GED, Camp Singer's focus is for youths to graduate from high school with a diploma.

Camp Singer also offers construction building and welding programs. To date, Camp Singer youths have built a greenhouse for the local charter school and a greenhouse for Camp Singer.

The welding program, started in October of 2021, provides Camp Singer youth the opportunity to earn a basic welding certification.

FINDINGS

- F1. The Grand Jury finds that all areas inspected at the Facility were clean and orderly.
- F2. The Grand Jury finds that the kitchen operations provide youth a wide variety of well-balanced food options.
- F3. The Grand Jury finds the school curriculum at the Facility is up to date and meets educational standards.
- F4. While the Grand Jury finds that the Arena at Camp Singer was in great shape, the recreation area at the Juvenile Hall is in marginal condition and repairs are needed.
- F5. The Grand Jury finds the Facility has vacant staff positions that should be filled.
- F6. The Grand Jury finds the Juvenile Hall is outdated and does not meet current facility standards due to its linear design layout, which poses safety risks to Facility staff and youths.

RECOMMENDATIONS

- R1. The Colusa County Grand Jury recommends that Tri-Counties continue moving forward with construction of the new Juvenile Hall facility.
- R2. The Grand Jury recommends Facility administration fill its vacant positions in a timely manner.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05.

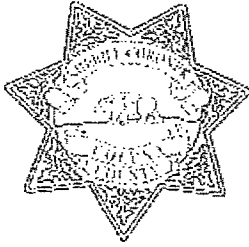
Responses are required from the following individual:

- Superintendent, Tri-County Youth Rehabilitation Campus
 - Findings F1 through F6
 - Recommendations R1 and R2

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 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.

DISCLAIMER

This report on the Inspection of the Tri-County Juvenile Rehabilitation Facility and Maxine Singer Youth Guidance Center is issued by the full 2021-2022 Grand Jury with no recusals for this investigation.



Office of the Sheriff

COLUSA COUNTY

929 Bridge Street • Colusa, California 95932
(530) 458-0200

JOE GAROFALO
Sheriff-Coroner

July 21, 2022

The Honorable Jeffrey A. Thompson
Colusa Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to the 2021 – 2022 Colusa County Grand Jury Report

Dear Judge Thompson,

Pursuant to section 933(c) California Penal Code, enclosed is the Colusa County Sheriff and Jail Commander's joint response to the applicable findings and recommendations, as set forth by the Colusa County Grand Jury in its 2021-2022 Final Report, #3 - Inspection of the Colusa County Jail. We would like to thank all members of the Grand Jury for their time and dedication.

FINDINGS

F1: The Grand Jury finds that while the Jail is currently functional, the Jail facility is outdated and does not meet current correctional facility standards due to its linear design layout, which poses safety risks to jail inmates and staff.

Response: I agree

F2: The Grand Jury finds that the jail is in compliance with its annual inspections and maintains a safety plan for all the Jail staff and inmates.

Response: I agree

F3: The Grand Jury finds that the inmates are not satisfied with the variety and quality of the meal program offered by Trinity Services Group, Inc.

Attachment: Sheriff response (8649 : Response to the 2021-22 Civil Grand Jury Report)

Response: I partially disagree. Both inmates interviewed by the Grand Jury complained about the lack of variety and quality of the food. The Jail does have a grievance procedure where inmates can report their complaints to the jail staff. After contracting with Trinity Services Group to provide inmate meals in February 2018, the number of grievances received regarding meals drastically reduced to just a couple per month. Trinity Services provides a four-week menu that is certified by a Registered Dietitian and meets or exceeds Title 15 guidelines. The Jail Administration, works directly with the Food Services Manager on a daily basis to ensure the menu is followed and complaints are addressed immediately.

F4: The Grand Jury finds that the Jail commissary is often out-of-stock on many items.

Response: I agree

F5: The Grand Jury finds that the Jail lacks substantive educational offerings to the inmates.

Response: I partially disagree. As noted in Finding (F6) below, the Covid-19 pandemic severely impacted the ability to continue educational programming to the inmates. Local, State and Federal public health guidelines and directives prevented the facility from allowing access to contract personnel due to the congregate setting which would pose a greater risk of infection and spread to the inmate population. In March 2020, the BSCC granted the Colusa County Sheriff's Department's request for Emergency Suspension of Standards pursuant to Title 15, Section 1012, Emergency Suspension of Standards. This suspension of standards is still partly in effect and with the recent rise in Covid-19 cases, it is unknown when the suspension will be able to be lifted.

F6: The Grand Jury finds that the Covid-19 pandemic has impacted the Jail's staffing creating vacancies that have hindered its educational programming.

Response: I agree

RECOMMENDATIONS

R1: The Grand Jury recommends that the County of Colusa continue to move forward diligently with its existing plan of constructing a new, modern jail facility that incorporates up-to-date safety and inmate management features.

Response: I agree with this recommendation. It has not yet been implemented but will be in the future. The County of Colusa and the Sheriff's Office will continue to diligently work with the State of California and construction management teams with a focus on completing the construction of the new jail facility. Based on the most recent estimates, the project completion should be in the summer of 2025.

R2: The Grand Jury recommends that additional surveillance equipment be installed at the current jail to help improve security and safety.

Response: I agree with this recommendation. It has not yet been implemented but will be in the future. The County of Colusa and the Sheriff's Office recently issued a Request for Proposals for a project to update, maximize, implement, and maintain the security camera system, intercom system, data video recording, and integrated building control systems at the Colusa County Jail. The next phase of the project is recommendation of award to the Board of Supervisors which is estimated to be in August 2022. Upon approval by the Board, construction is expected to begin as soon as practical and be completed within 120 days of start.

R3: The Grand Jury recommends the Jail invest more resources into its educational programming and fulfill its Jail teacher vacancy as soon as possible.

Response: I agree with this recommendation: This has been implemented. A new inmate education teacher was hired by the Colusa County Office of Education on March 14th 2022. The teacher has been working with inmates both in-house and recently remotely due to Covid-19 cases back on the rise. When not able to enter the facility, the teacher provides work assignments that are then collected and returned for grading. The Sheriff's Office will continue to work with the Office of Education and Public Health to monitor current local guidelines and directives and return to in-house educational opportunities as soon as it is allowable and safe to do so.

R4: The Grand Jury recommends the jail conduct an annual review of the contracted food vendors and also solicit feedback from the Jail inmates.

Response: I agree with this recommendation. It has been implemented. Each year, the Jail Administration along with Trinity Services Group and the jail medical provider, Wellpath reviews and acknowledges the Correctional Foodservice Diet Reference Manual. The Jail administration and staff also works closely with

Food Service Managers assigned to the Colusa County Jail on a daily basis to ensure menus are followed. Jail administration and/or supervisory staff continually speak with inmates regarding any issues they may have including meals and attempt to address any complaints about meals including variety and quality before the complaint escalates to a grievance.

R5: To help improve transparency, the Grand Jury recommends that the Colusa County Jail administration provide semi-annual updates to the Colusa County Board of Supervisors regarding the status of the new jail facility.

Response: I agree with this recommendation. It has been implemented. The County of Colusa and the Colusa County Sheriff's office is awaiting final approval from the State of California. The Board of Supervisors are updated when project milestones are reached. The next project milestone update will be provided to the Board of Supervisors in August 2022.

Sincerely,



Joe Garofalo
Sheriff/Coroner

BY: Neil R. Cotter,
Lieutenant, Correctional Services Division

COUNTY OF COLUSA
HEALTH AND HUMAN SERVICES

251 E. Webster St.
Colusa, CA 95932

Elizabeth Kelly
Director



ADMINISTRATION: (530) 458-0250

HUMAN SERVICES DIVISION

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

HEALTH SERVICES DIVISION

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

July 26, 2022

Honorable Jeffrey A. Thompson, Presiding Judge
Colusa County Superior Court
532 Oak Street
Colusa, CA 95932

Re: **Response to Grand Jury Report 2021-2022**
County of Colusa Child Welfare Services Unit Complaint

The Grand Jury made several findings and recommendations in response to its investigation into complaints made against the Colusa County Department of Health and Human Services, Child Welfare Services unit. The County's mission is to preserve and strengthen families by providing them with high quality, timely and effective assistance and support so that they may live in safe and nurturing homes. The County's goal is to treat individuals and families with respect and dignity at all times.

Grand Jury Findings

The County agrees with Grand Jury findings F1, F4 and F5. The County also agrees in part with findings F2 and F3 but provides the following factual clarifications regarding those findings.

- F2. While the Colusa County Social Services Unit has metrics available, there are multiple sites and repositories to research. Unless familiar with the Social Services structure, most individuals would find it challenging to locate and understand the metrics.

The primary public site for child welfare data is the California Child Welfare Indicators Project, which is managed by University of California, Berkeley. The California Child Welfare Indicators Project (CCWIP) is a collaborative venture between the University of California at Berkeley (UCB) and the California Department of Social Services (CDSS). The project is housed in the School of Social Welfare, and provides agency staff, policymakers, researchers, and the public with access to critical outcome information on California's child welfare system. This site can be found at the following site: <https://ccwip.berkeley.edu/>. The dissemination of data is overseen directly by the California Department of Health and Human Services, which implemented the data de-identification guidelines to ensure no personal characteristics contained in the data pose the risk of identifying individuals. Due to this, much of the data related to Colusa County is concealed due to our small caseloads here in the County.

- F3. While independent random audits of the Colusa County Child Welfare Services Unit are conducted by the California Judicial Council and the State Child Family Services, the Grand Jury finds that the audits are a small sample size and lack appropriate frequency.

The number of cases subject to review by the California Department of Social Services and the California Judicial Council are set by the respective state organizations, without any input from the County. The California Department of Social Services reviews randomly selected cases on a quarterly basis. Colusa County Health and Human Services, Child Welfare Services conducts monthly reviews for all cases with legal counsel and the State of California Adoptions. Additionally, the social work supervisor conducts monthly one-on-one reviews with each case-carrying social worker for all child welfare cases.

Grand Jury Recommendations

The Grand Jury also made a number of recommendations. The County responds to the recommendations as follows:

- R1. The Grand Jury recommends the Colusa County Child Welfare Services Unit review all printed brochure materials and update as appropriate to ensure individuals seeking information have accurate and current websites, phone numbers and addresses implement a governance policy to routinely review and update printed materials as necessary to provide accurate information to the public.

The Colusa County Department of Health and Human Services will update all printed brochures currently available in their lobby to ensure the most up-to-date information is available. These brochures will be monitored on a regular basis and updated accordingly.

- R2. The Grand Jury recommends the Colusa County Child Welfare Services Unit publish on their website the Social Services unmasked (non-confidential) key metrics that are currently found in the CCWIP and other reporting sites to the public.

The Colusa County Department of Health and Human Services will publish data regarding child welfare services to the Department's website no later than December 31, 2022 within the perimeters of the data de-identification guidelines as set by the California Department of Social Services and the California Department of Health and Human Services.

- R3. The Grand Jury recommends that the Social Services Unit develop a quality assurance process that conducts additional internal, independent audits by Social Services management with a focus on Resource Family Reunification cases.

The Resource Family Approval Program and Family Reunification Services are two separate processes, and not one program as stated in R3. While the two intersect, each has its own separate authorities. The Resource Family Approval Program is the process by which individuals are approved for placement of foster youth. However, it should be noted that approval as a resource parent/family does not guarantee placement; placement is a matter for the Court to determine based upon evidence presented by the parties and their attorneys at court hearings, and then the judge makes an order regarding placement.

Family Reunification Services are ordered by the Court and they are intended to address the concerns that led to the dependency so that the youth can be safely returned to their parent(s). These services are time limited, please refer to Welfare and Institutions Code §361.5 and §361.6.

The Colusa County Department of Health and Human Services, Child Welfare Unit, will evaluate its current case review process and modify as needed to ensure effective assistance and support to all individuals involved throughout the process.

- R4. The Grand Jury recommends the Colusa County Child Welfare Services Unit review current training policy and consult with the Colusa County Human Resources Department to develop and implement communication and listening skills training for all Child Welfare Services staff.

The Colusa County Department of Health and Human Services, Child Welfare Services Unit will review current training requirements for social work staff and evaluate its current training policy. The Department will consult with Colusa County Human Resources to identify training recommendations and resources to enhance communication skills whenever feasible.

- R5. The Grand Jury recommends that by December 31, 2022, the RFA Program Administrator develop a comprehensive Resource Family Reunification process that can readily be shared with interested parties and that includes the following:
- Introduction and explanation of the Resource Family Reunification program.
 - Provide a complete packet of the Resource Family Reunification Act, all forms needing to be completed, including instructions and relevant brochures (i.e., "Caregivers and the Courts;" County of Colusa Health and Human Services brochure; Foster Youth Mental Health Bill of Rights; Important Information for Caregivers; Foster Care Ombudsman).
 - Implement a governance policy to ensure all processes are followed and adhered to (e.g., completing forms), and that provides continual feedback and active engagement and transparency with RFA applicants throughout the reunification process.

As noted above for R3 response, the Resource Family Approval Program and Family Reunification are two distinct and separate programs. The Colusa County Department of Health and Human Services will develop an enhanced webpage that will provide information regarding the Resource Family Approval Program, encompassing the recommendations provided.

- R6. The Grand Jury recommends that the Child Welfare Services Unit administrator develop and implement annual reporting that summarizes Colusa County's family reunification metrics. Report distribution shall include Health and Human Services administration and the Colusa County Board of Supervisors.

While the Grand Jury focuses on the family reunification program, the Colusa County Department of Health and Human Services provides multiple scopes of service components within the Child Welfare Services unit, including, but not limited to, emergency response services, family maintenance services, and permanent plan services.

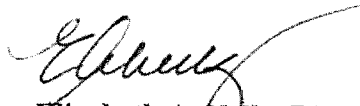
The Colusa County Department of Health and Human Services administration receives monthly and sometimes daily, child welfare service data. The director provides a summary of services

provided to the Colusa County Board of Supervisors as part of The Annual Agency Report that can also be incorporated into the website updates by December 31, 2022.

As indicated in previous recommendations, the Colusa County Department of Health and Human Services will enhance its website to include allowable public dissemination of child welfare data.

The Department of Health and Human Services appreciates the time and efforts the Grand Jury has done in service for Colusa County. Thank you for the review and consideration of such matters.

Sincerely,

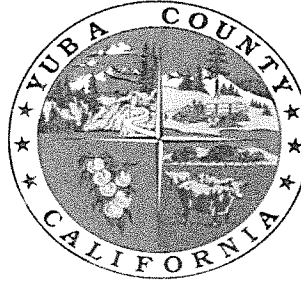


Elizabeth A. Kelly, Director
Colusa County Health & Human Services

The County Of Yuba

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



(530) 749-7550
FAX (530) 749-7364

July 5, 2022

To The Honorable Judge Jeffrey A. Thompson
Colusa County Superior Court
532 Oak Street
Colusa, CA 95932

RE: Response to 2021-2022 Grand Jury Findings and Recommendations

Dear Judge Thompson:

This letter is provided pursuant to California Penal Code Section 933 and is the Yuba County Probation Department's response to the 2021/2022 Grand Jury Final Report Findings and Recommendations concerning the annual investigation into the operation of the Tri-County Juvenile Rehabilitation Facility/Maxine Singer Youth Guidance Center.

Please accept the following responses to the 2021/2022 Grand Jury Findings and Recommendations:

Grand Jury Finding F1

The Grand Jury finds that all areas inspected at the Facility were clean and orderly.

We agree with this finding.

Grand Jury Finding F2

The Grand Jury finds that the kitchen operations provide youth a wide variety of well-balanced food options.

We agree with this finding.

Grand Jury Finding F3

The Grand Jury finds the school curriculum at the Facility is up to date and meets educational standards.

We agree with this finding.

Grand Jury Finding F4

While the Grand Jury finds that the Arena at Camp Singer is in great shape, the recreation area at the Juvenile Hall is in marginal condition and repairs are needed.

We agree with this finding.

Grand Jury Finding F5

The Grand Jury finds the Facility has vacant staff positions that should be filled.

We agree with this finding.

Grand Jury Finding F6

The Grand Jury finds the Juvenile Hall is outdated and does not meet current facility standards due to its linear design layout, which poses safety risks to Facility staff and youth.

We agree with this finding.

Grand Jury Recommendation R1

The Colusa County Grand Jury recommends that Tri-Counties continue moving forward with construction of the new Juvenile Hall facility.

Response:

Construction of the new facility is underway, and the current schedule indicates the facility will be completed in July 2023. The new facility will meet modern standards, including an updated recreation space, and provide a safer environment for both staff and youth.

Grand Jury Recommendation R2

The Grand Jury recommends Facility administration fill its vacant positions in a timely manner.

Response:

We currently have one Correctional Technician vacancy; one Juvenile Corrections Officer vacancy; and one Supervising Juvenile Corrections Officer vacancy. Vacancies are inherent in these classifications due to things such as promotions, stressful nature of work, length of hiring process; shift work; and salary. In addition, hiring has been a challenge due to the COVID-19 pandemic, wherein we have seen very low numbers of applicants for vacant positions. We are actively recruiting for all three of these classifications and will hopefully have most of the vacant positions filled in the near future.

Respectfully Submitted,

Matt Ricardy
Superintendent of Institutions
Yuba County Probation Department

**Request For County Board of Supervisors Action**

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Selection of 2022-2023 CSAC Board of Directors Member and Alternate

Approve the selection of the 2022-2023 California State Association of Counties (CSAC) Board of Directors Member and Alternate.

Detailed Description/Background of request

Under provisions of the California State Association of Counties (CSAC) constitution, members of the Board of Directors and alternates are nominated by their respective Boards of Supervisors and appointed by the Executive Committee to one-year terms of office commencing with the first day of the CSAC annual conference. This year the conference begins on November 14, 2022 and the appointed representative will need to participate at the first meeting on November 17, 2022.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the county has its newly appointed board representative at this first meeting.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2023 Executive Committee and to conduct other business.

Prior Board Action

On October 12, 2021 Supervisor J. Merced Corona was appointed as the Alternate and Supervisor Kent S. Boes was appointed as the Director.

Fiscal Impact/Funding Source

N/A

Action for the Clerk

Send to Korina Jones via email kjones@counties.org or mail to California State Association of Counties 1100 K. Street, Suite 101, Sacramento, Ca 95814.

ATTACHMENTS:

- CSAC Board Selection Memo for 2022-23 (PDF)
- CSAC Board Selection Form for 2022-23 (DOCX)
- 2022 Board of Directors - updated 8.9.22 (PDF)

**OFFICERS****President**

Ed Valenzuela
Siskiyou County

1st Vice President

Chuck Washington
Riverside County

2nd Vice President

Bruce Gibson
San Luis Obispo County

Past President

James Gore
Sonoma County

**EXECUTIVE DIRECTOR**

Graham Knaus

September 13, 2022

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2022 CSAC Annual Conference will begin on Monday, November 14, 2022. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 17, 2022.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2022-2023 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2022-2023 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Madison Burton at mburton@counties.org or Korina Jones at kjones@counties.org or call (916) 247-0032.

Enclosures

cc: 2021-2022 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
 1100 K Street, Suite 101
 Sacramento, CA 95814
 Phone (916) 327-7500
 Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2022 – 2023

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2022 – 2023 Association year beginning Monday, November 14, 2022.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Madison Burton via email at: mburton@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES
Board of Directors
2021-2022

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Ed Valenzuela, Siskiyou

Chuck Washington, Riverside

Bruce Gibson, San Luis Obispo

James Gore, Sonoma

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Tim Garman
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

Rita Neal, County Counsel, San Luis Obispo



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS

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: September 27, 2022

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1), *Estate of Haile Neil v. County of Colusa, et al.*
United States District Court for the Eastern District of California, Case No. 2:19-CV-02441-TLN-DB.

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: September 27, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Public Hearing and First Reading of a Property Merger Ordinance

Public Hearing, introduction by title only, and adoption of an Ordinance adding "Section 5.40 Lot Mergers" to Section 5 of Appendix IV Subdivisions of the County Code.

Detailed Description/Background of Request

Under the existing County Code, requests to merge lots can be processed through either a lot line adjustment process or a "reversion to acreage" process which requires the processing of a tentative subdivision and final map. These processes can take between 4 to 6 months for a lot line adjustment and 9 months or more to process a tentative subdivision and final map.

The Government Code allows a city or county to authorize the merger of contiguous parcels under common ownership through the adoption of a merger ordinance, which would simplify the process to merge parcels and reduce the overall processing time. At the Board's August 16th meeting, the Board adopted a resolution of intent to adopt such an ordinance and set the public hearing for its consideration for the Board's September 27, 2022 meeting. Attachment #1 is the staff report packet and Attachment #2 is the adopted resolution of intent.

The proposed ordinance details the necessary information that needs to be submitted to process voluntary and involuntary mergers. For the voluntary merger process, this would be initiated by a property owner who owns multiple contiguous parcels who desires to merge these parcels. Past reasons of why mergers (using the lot line adjustment process) were undertaken include resolving setback issues with buildings crossing property lines and enlarging a parcel to provide for additional septage area to address a failing septage system or allowing for building expansion.

The proposed ordinance also includes a process where the County could initiate a property merger of contiguous parcels under common ownership. The County could undertake such an action to deal with parcels that do not meet current development or utility standards. This process includes the right to a hearing before the Planning Commission, and the Board on appeal.

Staff is proposing adding the merger process to the County Code to simplify the merger process and to reduce the processing time to merge lots.

Prior Board Action

At the Board's August 16th meeting, the Board adopted a resolution of intent to adopt the merger ordinance and set the public hearing for the Board's September 27, 2022 meeting.

Fiscal Impact/Funding Source

None at this time.

Action for the Clerk

Contingent upon approval, publish a summary of the Ordinance as required and send a signed copy of the ordinance to the Community Development Director.

ATTACHMENTS:

- Proposed Lot Merger Ordinance (DOCX)
- Exhibit "A" Lot Merger Ordinance Provisions (DOCX)
- DRAFT Certificate of Voluntary Merger (DOCX)
- Attachment #1 Board Agenda Packet Merger Ordinance Introduction (PDF)
- Attachment #2 Resolution of Intent to Adopt the Merger Ordinance (PDF)
- Proof of Publication (PDF)

ORDINANCE NO. _____

**AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AMENDING APPENDIX IV SUBDIVISIONS OF THE COLUSA COUNTY CODE
REGARDING LOT MERGERS**

The Board of Supervisors of the County of Colusa ordains as follows:

SECTION 1.

The provisions of this ordinance would allow for the merger of parcels which would reduce the future development potential of the parcels and, as such, are exempt from CEQA pursuant to Title 14, Article 5 of the California Code of Regulations 15061(b)(3) because the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment and pursuant to Title 14, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 2.

The Title to Section 5 of Appendix IV Subdivisions of the County Code is hereby amended to read, “5. Specific procedures – Final maps, parcel maps, lot line adjustments, and mergers”.

SECTION 3.

Section 5.40 “Lot mergers” is hereby added to Section 5 of Appendix IV Subdivisions of the County Code as detailed in Exhibit “A” attached hereto and incorporated by reference.

SECTION 4.

The provisions of Section 5.40 of Appendix IV are severable and if any provision of Section 5.40 of Appendix IV or its application in a particular circumstance is held invalid, the remainder of Section 5.40 of Appendix IV, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Section 5.40 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

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Introduced at a regular meeting of the Board of Supervisors held on the 27th day of September 2022, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 27th day of September 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

Jose Merced Corona, Board Chair

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

By: _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Proposed Lot Merger Ordinance (8617 : Merger Ordinance Public Hearing and First Reading (PD-22-19))

Exhibit "A"

Section 5.40 Lot Mergers.

- 5.41 Voluntary Mergers.**
- 5.42 Involuntary Mergers.**
- 5.43 Appeals.**
- 5.44 Fees.**

5.41 Voluntary Mergers.

Two or more contiguous parcels or units of land under common ownership which have been created under provisions of this Article or any previous law regulating the division of land or which were not subject to such provisions at the time of their creation may be merged without reverting to acreage pursuant to the provisions of this section. For purposes of this section, "contiguous" means touching on a common line or lines.

(a) An application for merger into a single lot or parcel shall be made to the Community Development Department on a form approved by the Community Development Director. At the time of filing, the following information and documents are required:

(1) The application shall contain a legal description, signed and sealed by a registered civil engineer with authority to practice surveying or by a licensed land surveyor, describing the resulting parcel proposed by the voluntary merger. Legal description shall be labeled as Exhibit "A", shall contain the expressed language of a merger, and shall note that all previous boundary lines within the interior of the merged parcel are thereby deleted.

(2) All parties having any record title interest in the real property proposed to be merged shall consent to the preparation and recordation of the notice of merger on a form approved by the Community Development Director.

(3) Provide legible copies of all deeds affecting the property beginning with the deed that described the property prior to its current configuration from that time to the present, unless the parcels were created through a recorded tract map, parcel map, or official map or unless waived by the County Surveyor. A typed copy of all handwritten deeds and copies of earlier deeds in the chain of title or deeds describing adjacent property shall be submitted by the applicant if requested by the County Surveyor.

Exhibit "A"

(4) A preliminary title report concerning the property, showing current property owners, and which is not more than three (3) months old as of the date of the application submittal. The preliminary title report shall include the legal descriptions of the existing parcels proposed to be merged and any encumbrances, liens, claims, etc associated with said property.

(5) Any additional or supplemental information which the Community Development Director determines is necessary to determine whether to approve a voluntary merger application pursuant to the provisions of this section.

(b) The Community Development Department shall refer the application for merger to other affected County departments for review which may include but not limited to the Department of Public Works and the Environmental Health Division.

(b) Within a reasonable time after receipt of a complete voluntary merger application and all necessary accompanying information, the Community Development Director shall approve the application and cause a certificate of merger to be recorded if there are no grounds for denial detailed herein.

(d) The Community Development Director may deny any voluntary merger application if they find any of the following:

(1) The application is not in compliance with this section.

(2) Any of the lots involved with the merger have been created in violation of this title or any previous law regulating the division of land.

(3) The voluntary merger results in a nonconforming parcel (including a parcel that does not conform to the Colusa County General Plan, any applicable zoning or building ordinances, or in the enlargement of a parcel containing an existing nonconforming use or structure) unless the Community Development Director finds that such merger will reduce the degree of nonconformity of the preexisting parcels, will not lead to an increase in the density or intensity of use, and will not give permanency to, intensify, or expand the nonconforming use.

(e) The Community Development Director may impose any conditions upon approval of a voluntary merger that are necessary to achieve conformance with the Colusa County General Plan, any applicable specific plan, and any applicable zoning or building ordinances.

Exhibit "A"

(f) The Community Development Director shall give written notice of the action on the application as follows: by mail to the applicant and owner(s) and representative, if any. Approval of the application does not constitute assurance that future applications for building permits or other land use entitlements on the resulting merged lot or parcel will be approved by the County of Colusa.

(g) As to an approved application, the Community Development Director shall cause the recordation of a certificate of merger and legal description, including the owner's consent to merger, to evidence the merger of parcels. The certificate of merger shall be in a form approved by the Community Development Director, and shall include a statement of any conditions imposed upon the approval of the merger. The certification shall further include notations to the effect that:

(1) Approval of the merger does not guarantee that the resulting lot or parcel is developable; and

(2) The previously existing individual lots or parcels, which have been merged, are not separately available for sale, lease or financing purposes, except as allowed pursuant to the provisions of the Subdivision Map Act and local ordinance.

(h) Prior to the recordation of the certificate of merger, all encumbrances, including bonded indebtedness, shall be modified to apply uniformly to the resulting parcel, rather than to the portions of the resulting parcel corresponding to the separate parcels prior to the merger. With respect to property taxes, all property taxes or special assessments due which are a lien but not yet payable shall be pre-paid.

(i) Development of the parcel resulting from merger pursuant to this section must be in compliance with any and all applicable state and county statutes, ordinances and regulations.

5.4.2 Involuntary Mergers.

(a) Pursuant to Government Code Section 66451.11 et seq., the County may initiate the merger of a parcel of land with a contiguous parcel held by the same owner(s), if the Community Development Director determines that all of the following requirements are satisfied:

(1) The affected parcels are held by the same owner(s) as of the date the notice of merger is recorded as required by this section;

Exhibit "A"

(2) One of the affected parcels does not conform to the standards for minimum parcel size under the applicable zoning;

(3) One of the affected parcels is undeveloped by a legally constructed structure, or developed only with an accessory structure; or developed with a single structure (other than an accessory structure) that is partially sited on the contiguous parcel with which it is proposed to be merged; and

(4) With respect to each affected parcel, one or more of the following conditions is met unless one of the conditions of Government Code Section 66451.11.7 (A) through (E) exists:

(A) The parcel comprises less than 5,000 square feet in area at the time the merger is determined,

(B) The parcel was not created in compliance with applicable laws or ordinances in effect at the time of its creation,

(C) The parcel does not meet current standards for sewage disposal and domestic water supply,

(D) The parcel does not meet slope stability,

(E) The parcel does not have legal access which is adequate for vehicular and safety equipment access and maneuverability,

(F) Its development would create health or safety hazards,

(G) Is inconsistent with the applicable general plan and any applicable specific plan, other than minimum lot size or density standards.

(b) The Community Development Director shall mail, by certified mail, a notice of intention to determine the status of the affected parcels to the then current owner(s) of record. The notice shall advise the owner(s) that the affected parcels may be merged under the standards specified in this section, and it shall advise the owner(s) of the opportunity to request a hearing of the determination of status and to present evidence at the hearing that the affected parcels do not meet the criteria for merger. The Community Development Director shall cause the notice of intention to determine status to be filed for recordation with the office of the County Recorder on the date that the notice is mailed to the property owner(s).

Exhibit "A"

(c) If the property owner files with the Community Development Director a request for a hearing on determination of status within 30 days after recordation of the notice of intention to determine status, the Community Development Director shall set a hearing date for the Planning Commission to consider the merger. The Community Development Director shall notify the property owner(s) of the hearing date by certified mail. The Planning Commission shall conduct a hearing not more than 60 days following receipt of the property owner's request for the hearing. The hearing date may be postponed or continued with the mutual consent of the Community Development Director and property owner(s).

(1) At the Planning Commission hearing, the property owner(s) may present evidence that the affected parcels do not meet the standards for merger specified in this section. At the conclusion of the hearing, the Planning Commission shall determine whether the affected parcels are to be merged or are not to be merged, and shall notify the owner of its determination.

(A) Should the Commission determine that the lots are to be merged, the Community Development Director shall cause to be recorded a notice of merger specifying the names of the record owners and legal description describing the real property within 30 days after conclusion of the hearing.

(B) Should the Commission determine that the lots are not to be merged, the Community Development Director shall cause to be recorded a release of notice of intention to determine status and shall mail a clearance letter to the then current owner(s) of record within 30 days after the conclusion of the hearing.

(d) If the owner of the affected parcels does not file a request for a hearing within the 30-day period after recordation of the notice of intention to determine status, the Community Development Director shall make a determination that the affected parcels are to be merged or are not to be merged. No later than 90 days after the date when the Community Development Director mailed the notice of intention to determine status, a notice of merger or a release of notice of intention to determine status shall be recorded.

5.4.3 Appeals.

(a) Decisions of the Community Development Director made under the provisions of this section are final unless appealed by an applicant or any

Exhibit "A"

aggrieved person to the planning commission within ten days after the date of said decision.

(b) Decisions of the Planning Commission made under the provisions of this section are final unless be appealed by an applicant or any aggrieved person to the Board of Supervisors within ten days after the date of said decision.

5.4.4 Fees.

(a) Fees for processing applications under this section shall be set by the Board of Supervisors.

RECORDING REQUESTED BY

Colusa County

Community Development Department

AND WHEN RECORDED MAIL TO:

COLUSA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

1213 MARKET STREET

COLUSA, CA 95932

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF VOLUNTARY PARCEL MERGER

APPLICATION NO. _____

County of Colusa, State of California

(Division 2 of Title 7, Section 66499.20.3, *California Government Code*)

Acting at the request of _____ owners of the following described property, the County of Colusa, does hereby declare the following described property merged to form one legal parcel pursuant to Section 66499.20.3 of the Subdivision Map Act. The subject properties are more precisely described on Exhibit "A" attached.

Assessor's Parcel Number(s):

The County finds the merger is consistent with the General Plan and Colusa County Ordinance Code and certifies that it is understood by the persons combining these properties that any later division of this property will require subdivision approval by Colusa County and that this merger is necessary to ensure that the formerly separated parcels will be utilized as a single parcel. Upon recordation of this document the areas described shall comprise one legal parcel.

County of Colusa
Community Development Department
1213 Market Street
Colusa, CA 95932

County of Colusa
Department of Public Works
1215 Market Street
Colusa, CA 95932

By: Community Development Director Date

County Surveyor Date:

NOTICE: THIS CERTIFICATE OF VOLUNTARY PARCEL MERGER IS NOT A PERMIT TO DEVELOP THE PROPERTY. Approval of the merger does not guarantee that the resulting lot or parcel is developable. The previously existing individual lots or parcels, which have been merged, are not separately available for sale, lease or financing purposes, except as allowed pursuant to the provisions of the Subdivision Map Act and local ordinance.

Notwithstanding this Certificate of Voluntary Parcel Merger all requirements of any County, State, Federal, or other agency that regulates development of real property, including but not limited to, zoning, land division, agricultural preserves, and building codes, must be met at the time of application for any permits or grant of approval for development.

OWNER CERTIFICATE: I/We hereby attest by my/our signature(s) hereon that I/we am/are all the record title owner/owners of the contiguous separate parcels of land described in Exhibit "A". I/We also affirm that said property consists of (two or more) contiguous parcels and are under common ownership and that I/we understand that recordation of this Certificate of Voluntary Lot Merger shall cause the subject parcels to be merged into parcel(s) and that further actions to sell, lease or finance portions of said parcels will be subject to the County of Colusa Subdivision Ordinance and State Government Code regulations.

I/We hereby attest by my/our signature(s) hereon that I/we have initiated this merger and by my/our signature(s) hereon I/we understand and expressly agree to any conditions imposed by the County for this merger which shall be completed prior to the recordation of this notice of lot merger.

By executing this notice, the undersigned also certifies that:

- a. The merger of these parcels will not create a violation of any ordinance or regulations;
- b. The above lots/parcels are in common ownership;
- c. All owners of record have signed this application; and
- d. Please initial the appropriate notice below:

_____ All persons or entities holding mortgages on any of the parcels have signed a letter of consent and approval attached which is herein incorporated by reference.

_____ There are no entities or persons holding any mortgages on any of the parcels.

Signature of Owner of Record (notarized)

Print Name: _____

Print Title: _____
(if applicable)

Date: _____

Signature of Owner of Record (notarized)

Print Name: _____

Print Title: _____
(if applicable)

Date: _____

Signature of Owner of Record (notarized)

Print Name: _____

Print Title: _____
(if applicable)

Date: _____

Signature of Owner of Record (notarized)

Print Name: _____

Print Title: _____
(if applicable)

Date: _____

NOTE: Attached a Completed Notary Form for Each Signature.

**Request For County Board of Supervisors Action**

MEETING DATE: August 16, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Resolution of Intent to Adopt a Property Merger Ordinance

Approve a "Resolution of Intent" to adopt a Property Merger Ordinance and set the public hearing to consider the proposed Ordinance for September 27, 2022.

Detailed Description/Background of Request

Under the existing County Code, requests to merge lots can be processed through either a lot line adjustment process or a "reversion to acreage" process which requires the processing of a tentative subdivision and final map. These processes can take between 4 to 6 months for a lot line adjustment and 9 months or more to process a tentative subdivision and final map.

Government Code Section 66499.20.3 (Attachment #1) allows a city or county to authorize the merger of contiguous parcels under common ownership through the adoption of a merger ordinance, which would simplify the process to merge parcels and reduce the overall processing time. In order for the Board to consider such an ordinance, Government Code Section 66451.21 (Attachment #2) requires that the Board adopt a resolution of intention to adopt a merger ordinance. The resolution is required to set the time and place of the hearing. The attached resolution meets these requirements and would set the public hearing for the Board to consider the merger ordinance at the Board's September 27, 2022 meeting.

Prior Board Action

None

Fiscal Impact/Funding Source

None at this time.

Action for the Clerk

Assuming adoption of the resolution, publish the public hearing notice for the Board's September 27, 2022 meeting which includes the text of the resolution; the time and place of the public hearing; and includes the statement that at the hearing all

interested persons will be heard.

ATTACHMENTS:

- Resolution of Intent to Adopt Parcel Merger Ordinance (DOCX)
- Attachment #1 Government Code Section 66499.20.3 (PDF)
- Attachment #2 Government Code Section 66451.21 (PDF)

RESOLUTION NO. 22-_____

**RESOLUTION OF INTENTION OF THE COLUSA COUNTY
BOARD OF SUPERVISORS TO ADOPT A MERGER ORDINANCE**

WHEREAS, Government Code Section 66451.21 specifies that prior to the adoption of a merger ordinance, a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance; and

WHEREAS, County does not currently have a merger ordinance and this resolution of intention has been prepared to comply with Government Code Section 66451.21 to allow the Board of Supervisors to consider the adoption of a merger ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Board will hold a public hearing to consider the adoption of a merger ordinance at 9:30 am or soon thereafter on Tuesday, September 27, 2022 in the Board Chambers at 546 Jay Street, Suite 108 Colusa, CA 95932 and that at the hearing all interested persons will be heard.

BE IT FURTHER RESOLVED that the Board Clerk shall cause the public hearing to be published in the manner prescribed by Government Code Section 6061 at least seven days prior to the date of the hearing and the notice shall contain the text of the resolution; state the time and place of the hearing; and state that at the hearing all interested persons will be heard.

PASSED AND ADOPTED this 16th day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

J. Merced Corona, Board Chair

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

APPROVED AS TO FORM:

By: _____
Patricia Rodriguez, Deputy

Richard Stout, County Counsel

State of California**GOVERNMENT CODE****Section 66499.20.3**

66499.20.3. A city or county may, by ordinance, authorize the merger of contiguous parcels under common ownership without reverting to acreage. The ordinance shall require the recordation of an instrument evidencing the merger.

(Added by renumbering Section 66499.20 3/4 by Stats. 2012, Ch. 162, Sec. 78. (SB 1171) Effective January 1, 2013.)

Attachment #2**State of California****GOVERNMENT CODE****Section 66451.21**

66451.21. Prior to the adoption of a merger ordinance in conformance with Section 66451.11, by a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance, which shall be conducted not less than 30 nor more than 60 days after adoption of the resolution. The clerk of the legislative body shall cause a notice of the hearing to be published in the manner prescribed by Section 6061. Publication shall have been completed at least seven days prior to the date of the hearing. The notice shall:

- (a) Contain the text of the resolution.
- (b) State the time and place of the hearing.
- (c) State that at the hearing all interested persons will be heard.

(Amended by Stats. 1995, Ch. 162, Sec. 4. Effective January 1, 1996.)

RESOLUTION NO. 22 -033**RESOLUTION OF INTENTION OF THE COLUSA COUNTY
BOARD OF SUPERVISORS TO ADOPT A MERGER ORDINANCE**

WHEREAS, Government Code Section 66451.21 specifies that prior to the adoption of a merger ordinance, a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance; and

WHEREAS, County does not currently have a merger ordinance and this resolution of intention has been prepared to comply with Government Code Section 66451.21 to allow the Board of Supervisors to consider the adoption of a merger ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Board will hold a public hearing to consider the adoption of a merger ordinance at 9:30 am or soon thereafter on Tuesday, September 27, 2022 in the Board Chambers at 546 Jay Street, Suite 108 Colusa, CA 95932 and that at the hearing all interested persons will be heard.

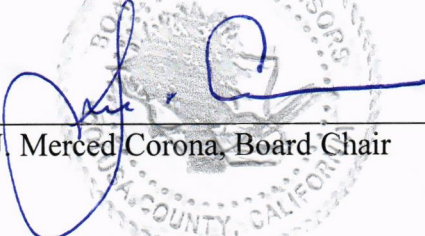
BE IT FURTHER RESOLVED that the Board Clerk shall cause the public hearing to be published in the manner prescribed by Government Code Section 6061 at least seven days prior to the date of the hearing and the notice shall contain the text of the resolution; state the time and place of the hearing; and state that at the hearing all interested persons will be heard.

PASSED AND ADOPTED this 16th day of August, 2022 by the following vote:

AYES: Supervisors Kent S. Boes, Denise J. Carter, Gary J. Evans and J. Merced Corona.

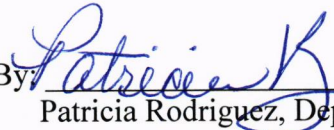
NOES: None.

ABSENT: Supervisor Daurice K. Smith.



J. Merced Corona, Board Chair

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



By: Patricia Rodriguez, Deputy

APPROVED AS TO FORM:



Richard Stout, County Counsel

Pioneer Review

430 Market Street, Suite G, Colusa, CA 95932
(530) 458-4141

Draft Proof

County of Colusa

NOTICE DESCRIPTION

NOTICE OF PUBLIC HEARING

RUN DATES

09/15/2022

This is not an affidavit of publication.
You will receive the signed
affidavit of publication
within 5-days of publication date.

LEGAL NOTICE

COUNTY OF COLUSA NOTICE OF PUBLIC HEARING

RESOLUTION 22-033

RESOLUTION OF INTENTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS TO ADOPT A MERGER ORDINANCE

WHEREAS, Government Code Section 66451.21 specifies that prior to the adoption of a merger ordinance, a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance; and

WHEREAS, County does not currently have a merger ordinance and this resolution of intention has been prepared to comply with Government Code Section 66451.21 to allow the Board of Supervisors to consider the adoption of a merger ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Board will hold a public hearing to consider the adoption of a merger ordinance at 9:30 am or soon thereafter on Tuesday, September 27, 2022 in the Board Chambers at 546 Jay Street, Suite 108 Colusa, CA 95932 and that at the hearing all interested persons will be heard.

BE IT FURTHER RESOLVED that the Board Clerk shall cause the public hearing to be published in the manner prescribed by Government Code Section 6061 at least seven days prior to the date of the hearing and the notice shall contain the text of the resolution; state the time and place of the hearing; and state that at the hearing all interested persons will be heard.

PASSED AND ADOPTED this 16th day of August, 2022 by the following vote:

AYES: Supervisors Kent S. Boes, Denise J. Carter,
Gary J. Evans and J. Merced Corona

NOES: None.

ABSENT: Supervisor Daurice K. Smith.

/s/ Merced Corona, Chair Colusa County Board of Supervisors

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

/s/ Patricia Rodriguez, Deputy Clerk

APPROVED TO FORM:

/s/ Richard Stout, County Counsel

Documentation and information regarding the project may be obtained at the Community Development Department, 1213 Market Street, Colusa, CA or by calling (530) 458-0480. If you have questions, concerns, or would like to submit comments regarding this matter you may do so to: Greg Plucker, Community Development Director, 1213 Markey Street, Colusa, CA (530)458-0480, or by e-mail at gplucker@countyofcolusa.com. Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508.

09/15/2022 - CCPR #2022-0822

Attachment: Proof of Publication (8617 : Merger Ordinance Public Hearing and First Reading (PD-22-19))



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Public Hearing on Proposals for the Recommended County of Colusa FY 2022-23 Final Budget

1:30 p.m. Public Hearing to consider proposals for revisions to the County of Colusa FY 2022-23 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 2022-23 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 2, 2022.

For details on individual budget units please refer to the FY 2022-23 Final Budget packet which may be found at:

<https://stories.opengov.com/colusacountyca/published/RygJBKUJ->

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 2022-23 Recommended Budget on June 30, 2022.

Fiscal Impact/Funding Source

The Final Budget as proposed is \$137,504,700

Action for the Clerk

None.

ATTACHMENTS:

- 09-27-22 Notice of Public Hearing - FY 22-23 Budget (PDF)

Pioneer Review

430 Market Street, Suite G, Colusa, CA 95932
(530) 458-4141

Draft Proof

County of Colusa

NOTICE DESCRIPTION

NOTICE OF PUBLIC HEARING
FISCAL YEAR 2022-2023 BUDGET

RUN DATES

09/01/2022

This is not an affidavit of publication.
You will receive the signed
affidavit of publication
within 5-days of publication date.

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING FISCAL YEAR 2022-2023 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 2022-2023 Budget on September 27, 2022 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, 2022. Within the scheduled Public Hearing the Board will also hear comments on the Fiscal Year 2022-23 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 8, 2022 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@countyofcolusa.com

Dated: August 19, 2022
/s/ Melissa Kitts, Deputy Clerk

09/01/2022 - CCPR #2021-0819



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Adoption of Fiscal Year 2022-23 Final Budget Resolution for Countywide and Special Revenue Funds

Adopt Resolution adopting the Fiscal Year 2022-23 Final Budget for Countywide Operating Funds and Special Revenue Funds.

Detailed Description/Background of request

Please refer to the Fiscal Year 2022-23 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 30, 2022.

Fiscal Impact/Funding Source

Appropriation of \$134,987,619

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 1- Operating and Special Revenue Resolution (DOCX)
- 1A - Schedule 1 Revised (PDF)
- 1B- EXHIBIT F Fixed Assets (DOCX)
- 1C- EXHIBIT P Personnel (DOCX)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ADOPTING THE FISCAL YEAR 2022-23 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, September 27, 2022 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 September 27, 2022; 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 2022-23 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 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.

PASSED AND ADOPTED this 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

 Merced Corona, Chairperson
 Colusa County Board of Supervisors

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

APPROVED AS TO FORM:

By: _____
 Melissa Kitts, Deputy

 Richard Stout, County Counsel

Attachment: 1- Operating and Special Revenue Resolution (8582 : FY22-23 Final Budget Countywide & Special Revenue)

State Controller Schedules County Budget Act January 2010		COUNTY OF COLUSA ALL FUNDS SUMMARY FISCAL YEAR 2022-23				SCHEDULE 1 <i>Estimated</i> Fund Balance	
FUND NAME (1)	TOTAL FINANCING SOURCES				TOTAL FINANCING USES		
	FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2022 (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	4,991,492	1,700,000	32,471,414	39,162,906	39,162,906	-	39,162,906
SPECIAL REVENUE FUNDS	-	16,446,600	73,516,523	89,963,123	88,749,776	1,213,347	89,963,123
CAPITAL PROJECTS FUNDS	-	-	5,861,590	5,861,590	3,581,590	2,280,000	5,861,590
DEBT SERVICE FUND	-	-	-	-	-	-	-
TOTAL GOVERNMENTAL FUNDS	4,991,492	18,146,600	111,849,527	134,987,619	131,494,272	3,493,347	134,987,619
OTHER FUNDS							
INTERNAL SERVICE FUNDS	3,102,603	-	1,446,703	4,549,306	1,100,000	3,449,306	4,549,306
ENTERPRISE FUNDS	0	78,207	4,078,295	4,156,502	4,156,502	-	4,156,502
SPECIAL DISTRICTS (Under Board of Supervisors)	(0)	(211,647)	791,068	579,421	579,421	-	579,421
PUBLIC AUTHORITY (Under Board of Supervisors)	-	-	174,550	174,550	174,550	-	174,550
TOTAL OTHER FUNDS	3,102,603	(133,440)	6,490,616	9,459,779	6,010,473	3,449,306	9,459,779
TOTAL ALL FUNDS	8,094,095	18,013,160	118,340,143	144,447,398	137,504,745	6,942,653	144,447,398

EXHIBIT F

FIXED ASSETS			
Department	Classification	Fund	Amount
Auditor	57099 – Monitor for Accountant	001	250.00
Auditor	57099 – Portable Monitor for Payroll	001	250.00
Assessor	57099 – Workstations	001	11,000.00
Information Technology	57099 – Storage space	001	4,980.00
Information Technology	57099 – Network Equipment	001	4,950.00
Information Technology	57199 – Telephone upgrade at CCSO	001	15,000.00
Information Technology	57199 – Replace Virtual Host servers	001	30,000.00
Purchasing	57199 – New Commercial Shredder	001	12,086.00
Jail	57099 – Mini Switch for Jail Security Control	001	200.00
Jail	57099 – 3 PC's for Video Door Control	001	2,430.00
Jail	57099 – 2 Pc's for Video Monitoring	001	1,850.00
Coroner	57099 – Autopsy Scale	001	1,072.00
Animal Control	57099 – 2 Scanners	136	1,000.00
Animal Control	57199 – Pickup (authorized 6/30/22)	312	80,000.00
OES	57099 – Water Tanks & Pumps	001	100,000.00
Homeland Security	57099 – 13 Handheld Radios	001	63,747.00
Homeland Security	57099 – 2 Forward Looking Infrared Devices	001	5,705.00
Homeland Security	57099 – 2 Gas Monitors	001	4,864.00
Homeland Security	57199 – Security System CCTV	001	7,241.00
Library	57099 – End Caps for Arbuckle Library	292	7,600.00
Literacy	57099 – Computer Equipment	001	5,000.00
Literacy	57099 – Work Stations	001	5,000.00
Health	57099 – Surface Pro's	005	45,000.00
Health	57199 – 2 Mobile Health Clinics	005	1,640,000.00
Health	57199 – Vaccine Refrigerator	005	20,000.00
Health	57199 – Cubicle Workstations	005	20,000.00
DHHS Administration	57099 – 3 KVM Switches	005	600.00
DHHS Administration	57099 – 6 Scanners	005	7,800.00
DHHS Administration	57099 – Network Switches	005	20,000.00
DHHS Administration	57199 – Replace back-up Server	005	25,000.00
Welfare	57099 – 5 CalSAWS scanners	005	6,405.00
Welfare	57099 – Bottle Filler	005	800.00
Welfare	57099 – Computer Equipment (network switch/phone chasis) (Authorized 6/30/2022)	005	20,000.00
Welfare	57099 – Cubicle Systems for CPS/APS move	005	20,000.00
Welfare	57099 – Firewall for CPS/APS	005	1,600.00
Welfare	57099 – Telephone Equipment for CPS/APS move	005	4,500.00
Welfare	57099 – Network switches for CPS/APS move	005	4,500.00
Public Works	57099 – 1 Surface Pro Tablet	007	3,500.00

Attachment: 1B- EXHIBIT F Fixed Assets [Revision 1] (8582 : FY22-23 Final Budget Countywide & Special Revenue)

EXHIBIT F

Public Works	57099 – Air Compressor Dryer	007	2,000.00
Public Works	57099 – Port-A-Cooler	007	4,999.00
Public Works	57099 – 15 Computers, 1 Tablet	007	39,500.00
Public Works	57199 – Format Scanner	007	10,000.00
Public Works	57199 - Carport	007	18,617.00
Probation	57099 – 1 Firearm with accessories	150	600.00
Probation	57099 – 11 Body Cameras	150	8,352.00
Probation	57099 – 8 Tasers	150	12,500.00
Probation	57099 – 1 Firearm with accessories	155	600.00
Probation	57099 – 3 Laptops with Docking Stations	155	8,000.00
Sheriff	57099 – Computer Equipment	141	9,000.00
Sheriff	57099 – Body Cameras	141	11,635.00
Sheriff	57199 – Furniture	141	10,000.00
Sheriff	57199 – Tasers	141	21,953.00
Sheriff	57099 – 4 Portable Radios	142	2,300.00
Sheriff	57099 – 6 Radios	146	27,616.00
Sheriff	57199 – Trailer	146	13,000.00
Sheriff	57199 – 4 Patrol Vehicles (authorized 6/30/2022)	312	250,000.00
Behavioral Health	57099 – Misc. Computer Equipment	276	3,500.00
Behavioral Health	57099 – 6 Laptops with Docking Stations	279	16,000.00
Behavioral Health	57099 – 3 Network Switches	279	9,000.00
Behavioral Health	57099 – Updated Camera System (Main & YC)	279	6,500.00
Behavioral Health	57099 – Replace Desktop Phones	279	1,500.00
Transitional Housing	57099 – 2 Washers & Dryers	301	4,000.00
Transitional Housing	57099 – Misc. Equipment	301	5,000.00
Transitional Housing	57099 – Furniture	301	5,000.00
Building Fund	57361 – Jail Project	009	1,393,300.00
Building Fund	57361 – Jail Security Control Project	009	534,989
Building Fund	57361 – Remodel Adult Residential Facility	009	1,005,000.00
Building Fund	57361 – Paint Interior & Exterior Williams Library	009	30,000.00
Building Fund	57361 – Paint Exterior of Transitional Housing	009	9,700.00
Building Fund	57361 – New Roof on Plaza Building	009	56,500.00
Building Fund	57361 – Modernize Historic Courthouse Elevator	009	127,412.00
Building Fund	57361 – Flooring Project at Behavioral Health	009	177,424.00
Building Fund	57361 – Painting Project at Behavioral Health	009	41,065.00
Building Fund	57361 – Carport for Public Health	009	42,750.00
Building Fund	57361 – Boat Launch & ADA Restrooms – East Park	046	475,000.00

Attachment: 1B- EXHIBIT F Fixed Assets [Revision 1] (8582 : FY22-23 Final Budget Countywide & Special Revenue)

EXHIBIT P

CLASSIFICATIONS TO BE ADDED/DELETED TO THE ALLOCATION OF POSITIONS LISTING				
Department	Classification	Add/Delete	FTE	Effective
B&G-Custodial	Custodian	Add	1.0	11/01/22
Library	Librarian (Increase to 100%FTE)	Add	.20	07/01/22
Library	7 Extra Help converted to PPT	Add	3.06	10/01/22
Mental Health	Therapist I/II/III	Add	3.0	10/01/22
Mental Health	Peer Support Specialist	Add	1.0	10/01/22
Public Works	Engineer Tech Trainee	Add	1.0	10/01/22
Probation	Deputy Probation Officer I/II	Add	1.0	10/01/22

LABOR WORK WEEK CHANGES TO BE MADE TO THE ALLOCATION OF POSITIONS LISTING				
Dept.	From	To		Effective
Sheriff	37.5 Hour work week	40 Hour work week	FAO	07/01/22



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Adoption of Fiscal Year 2021-22 Final Budget Resolution for Enterprise Funds and Special Districts

Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for Enterprise Funds and Special Districts.

Detailed Description/Background of request

Please refer to the Fiscal Year 2022-23 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 30, 2022.

Fiscal Impact/Funding Source

Appropriation of \$4,735,923

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 2- Enterprise and Special Districts Resolution (DOCX)
- 2A - Exhibit A Ent Funds & Districts under BOS (PDF)
- 2B - Exhibit F Spec District Fixed Assets (DOCX)

RESOLUTION NO.
A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ADOPTING THE FISCAL YEAR 2022-23 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, September 27, 2022 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 September 27, 2022; 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 “Exhibit F” and incorporated by reference, comprising the Fiscal Year 2022-23 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 Final Budget (“Exhibit A”).

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.

PASSED AND ADOPTED this 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

 Merced Corona, Chairperson
 Colusa County Board of Supervisors

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

APPROVED AS TO FORM:

By: _____
 Melissa Kitts, Deputy

 Richard Stout, County Counsel

Attachment: 2- Enterprise and Special Districts Resolution (8583 : FY22-23 Final Budget Enterprise Funds & Special Districts)

**COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2022-23**

EXHIBIT

FUND NO. COUNTYWIDE FUNDS (1)		AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2022 (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 REQUIREMENT (8)
<u>DISTRICTS UNDER BOARD OF SUPERVISORS:</u>								
02128	ALMOND PARADISE STREET LIGHTING	0	1,867	2,576	4,443	4,443	-	4,443
02129	THOMPSON STREET LIGHTING	(0)	-	1,162	1,162	1,067	95	1,162
02133	WHISPER CREEK (CROSS CREEK) ST LIT/MNT	-	-	3,080	3,080	2,609	471	3,080
02657	COLUSA COUNTY SERVICE AREA #2	-	-	711,250	711,250	428,273	282,977	711,250
02658	COLUSA CO SRVC AREA #2-WELL UPGRADE	-	-	-	-	-	-	-
02660	SERVICE AREA #1 - CENTURY RANCH	-	-	73,000	73,000	143,029	(70,029)	73,000
TOTAL DISTRICTS UNDER BOARD OF SUPERVISORS		(0)	1,867	791,068	792,935	579,421	213,514	792,935
<u>ENTERPRISE FUNDS:</u>								
040	SOLID WASTE ENTERPRISE	0	-	2,860,450	2,860,450	2,838,480	21,970	2,860,450
041	AIRPORT ENTERPRISE	(0)	86,814	511,510	598,324	598,324	-	598,324
043	STONYFORD LANDFILL CLOSURE	0	-	85,000	85,000	-	85,000	85,000
044	EVANS LANDFILL CLOSURE	0	-	360	360	-	360	360
045	DEVELOPMENT FEE - SOLID WASTE FACILITY	0	-	975	975	-	975	975
046	EAST PARK RESERVOIR	-	99,698	620,000	719,698	719,698	-	719,698
TOTAL ENTERPRISE FUNDS		0	186,512	4,078,295	4,264,808	4,156,502	108,305	4,264,808
GRAND TOTAL ALL FUNDS		(0)	188,379	4,869,363	5,057,743	4,735,923	321,819	5,057,743

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.

Attachment: 2A - Exhibit A Ent Funds & Districts under BOS [Revision 1] (8583 : FY22-23 Final Budget Enterprise Funds & Special Districts)

EXHIBIT F

FIXED ASSETS			
Department	Classification	Fund	Amount
CSA 2	57361 – Replacement Well Project	Grant	268,230.00



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Adoption of Fiscal Year 2022-23 Final Budget Resolution for 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 2022-23 Final Budget for The Colusa County Flood Control and Water Conservation District Board.

Detailed Description/Background of request

Please refer to the Fiscal Year 2022-23 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 30, 2022.

Fiscal Impact/Funding Source

Appropriation of \$53,196

Action for the Clerk

Obtain signatures

ATTACHMENTS:

- 3- Flood Control Resolution (DOCX)
- 3A - Exhibit B Flood Control & Water Conserv (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 2022-23 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, September 27, 2022 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 September 27, 2022; 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 2022-23 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 Final Budget (“Exhibit B”).

PASSED AND ADOPTED this 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

 Merced Corona, Chairperson
 Colusa County Board of Supervisors

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

APPROVED AS TO FORM:

By: _____
 Melissa Kitts, Deputy

 Richard Stout, County Counsel

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2022-23

EXHIBIT

FUND NO. COUNTYWIDE FUNDS (1)		AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2022 (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 REQUIREMEN (8)
<u>FLOOD CONTROL AND WATER CONSERVATION DISTRICT:</u>								
101	FLOOD CONTROL & WATER CONSERVATION DISTRICT	-		53,196	53,196	53,196	-	53,1
GRAND TOTAL FLOOD CONTROL AND WATER CONSERVATION DISTRICT		-	-	53,196	53,196	53,196	-	53,1

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*** amount approved by the Board of Supervisors.

Attachment: 3A - Exhibit B Flood Control & Water Conserv (8580 : FY22-23 Final Budget Flood Control and Water Conservation)



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Adoption of Fiscal Year 2022-23 Final Budget Resolution for Colusa County Air Pollution Control Board

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL BOARD:

Adopt Resolution Adopting the Fiscal Year 2022-23 Final Budget for The Colusa County Air Pollution Control Board.

Detailed Description/Background of request

Please refer to the Fiscal Year 2022-23 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 30, 2022

Fiscal Impact/Funding Source

Appropriation of \$566,491

Action for the Clerk

Obtain signatures

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 BOARD
ADOPTING THE FISCAL YEAR 2022-23 FINAL BUDGET FOR
THE COLUSA COUNTY AIR POLLUTION CONTROL BOARD

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, September 27, 2022 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 September 27, 2022; 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 2022-23 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 Final Budget (“Exhibit C”).

PASSED AND ADOPTED this 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

 Merced Corona, Chairperson
 Colusa County Board of Supervisors

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

APPROVED AS TO FORM:

By: _____
 Melissa, Kitts, Deputy

 Richard Stout, County Counsel

Attachment: 4- Air Pollution Control Resolution (8581 : FY22-23 Final Budget Air Pollution Control Board)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2022-23

EXHIBI

DEPT./ FUND NO.	COUNTYWIDE FUNDS (1)	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2022 (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 REQUIREMEN (8)
<u>AIR POLLUTION CONTROL BOARD:</u>								
011 / 715	AIR POLLUTION CONTROL	-	21,345	545,146	566,491	566,491	-	566,
GRAND TOTAL AIR POLLUTION CONTROL		-	21,345	545,146	566,491	566,491	-	566,

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 Revenue" 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.

Attachment: 4A - Exhibit C Air Pollution [Revision 1] (8581 : FY22-23 Final Budget Air Pollution Control Board)



Request For County Board of Supervisors Action

MEETING DATE: September 27, 2022

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Adoption of Fiscal Year 2022-23 Final Budget Resolution for 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 2022-23 Final Budget for The Colusa County In-Home Supportive Services Public Authority.

Detailed Description/Background of request

Please refer to the Fiscal Year 2022-23 Final Budget packet for further details.

Prior Board Action

Approved Recommended Budget on June 30, 2022.

Fiscal Impact/Funding Source

Appropriation of \$174,550

Action for the Clerk

Obtain signatures.

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 2022-23 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, September 27, 2022 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 September 27, 2022; 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 2022-23 budget; and

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby adopts the Fiscal Year 2022-2023 Final Budget (“Exhibit D”).

PASSED AND ADOPTED this 27th day of September, 2022 by the following vote:

AYES:

NOES:

ABSENT:

 Merced Corona, Chairperson
 Colusa County Board of Supervisors

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

APPROVED AS TO FORM:

By: _____
 Melissa Kitts, Deputy

 Richard Stout, County Counsel

Attachment: 5- IHSS Resolution (8584 : FY22-23 Final Budget In-Home Supportive Services PA)

COUNTY OF COLUSA
STATE OF CALIFORNIA
SUMMARY OF COUNTY BUDGET
FISCAL YEAR 2022-23

EXHIBIT

FUND NO.	COUNTYWIDE FUNDS	AVAILABLE FINANCING				FINANCING REQUIREMENTS		
		FUND BALANCE UNRESERVED/ UNDESIGNATED JUNE 30, 2022	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 REQUIREMEN
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<u>PUBLIC AUTHORITY:</u>								
800	IHSS PUBLIC AUTHORITY	-	-	174,550	174,550	174,550		174,550
GRAND TOTAL PUBLIC AUTHORITY		-	-	174,550	174,550	174,550	-	174,550

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.

Attachment: 5A - Exhibit D IHSS [Revision 1] (8584 : FY22-23 Final Budget In-Home Supportive Services PA)